

TS No.: 2016-00292-NV

APN: 1420-28-311-026

**WHEN RECORDED MAIL TO:**  
**Western Progressive - Nevada, Inc.**  
**Northpark Town Center**  
**1000 Abernathy Rd NE; Bldg 400, Suite 200**  
**Atlanta, GA 30328**

TS No.: 2016-00292-NV  
TSG Order No: 1707-NV-3282145

The undersigned hereby affirms that there is no Social Security number contained in this document.

### **NOTICE OF DEFAULT AND ELECTION TO SELL REAL PROPERTY UNDER THE 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 into 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 business days prior to the date set for the sale of your property, if the property is owner-occupied. 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).

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 in 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 of 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 may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but 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 three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

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 you creditor.

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

**NOTICE IS HEREBY GIVEN THAT: WESTERN PROGRESSIVE - NEVADA, INC.** is the duly appointed Trustee under a Deed of Trust dated **11/08/2004**, executed by **KENNETH G. BENSON, A SINGLE MAN**, as trustor in favor of **GREENPOINT MORTGAGE FUNDING, INC., AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY**, recorded **11/15/2004**, under instrument no. **0629330**, in book **1104**, page **07231**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada describing land therein as:

**COMPLETELY DESCRIBED IN SAID DEED OF TRUST**

Securing, among other obligations, one Note for the Original sum of **\$ 288,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby 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 or that payment has not been made of:

**Installment of Principal and Interest plus impounds and/or advances which became due on 10/01/2009 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.**

**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.**

**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.**

The street address and other common designation, if any, of the real property described above is purported to be: **2850 SAN JUAN CIR, MINDEN, NV 89423**

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written request to commence foreclosure and has deposited with said duly appointed Trustee a copy of such Deed of Trust and documents evidencing the 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 the statutory period set forth in NRS Section 107.080, the right of reinstatement will terminate and the property may thereafter be sold.

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UNDER THE DEED OF TRUST**

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

The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1  
C/O Ocwen Loan Servicing, LLC  
1661 Worthington Road  
West Palm Beach, FL 33409  
Phone: 877-596-8580

If you are the Trustor and wish to contact a representative of the Beneficiary to discuss foreclosure prevention alternatives, please contact: 877-596-8580

For foreclosure status, please contact: Western Progressive - Nevada, Inc., Northpark Town Center 1000 Abernathy Rd NE; Bldg 400, Suite 200 Atlanta, GA 30328, (866)-960-8299

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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.

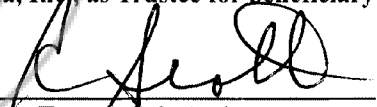
REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

**4. No Contact was required because the requirements of Nevada Senate Bill 321, Sections 2-16, inclusive, do not apply because the loan is not a "residential mortgage loan" because it is not primarily for personal, family or household use or is not secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.**

"See Attached Declaration"

**Dated: November 2, 2017**

**Western Progressive - Nevada, Inc, as Trustee for beneficiary**


By:   
C.Scott Trustee Sale Assistant

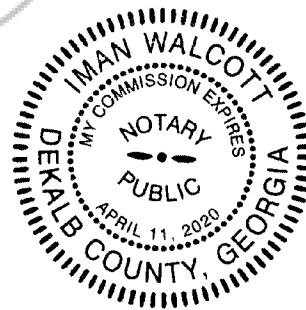
**WESTERN PROGRESSIVE – NEVADA, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**

**State of Georgia }ss  
County of Fulton}**

On November 2, 2017 before me Iman Walcott Personally appeared C. Scott 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.

WITNESS my hand and official seal.

Signature  (Seal)  
Iman Walcott



**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**

Record Title Holder:

Trustee Name and Address:  
Western Progressive Nevada Inc  
Northpark Town Center  
**1000 Abernathy Rd NE; Bldg 400,  
Suite 200, Atlanta, GA 30328**

OR

Borrower(s):  
**KENNETH G BENSON**

Property Address:  
**2850 San Juan Cir, Minden, NV 89423**

Deed of Trust Document:  
Instrument No.: **0629330**

STATE OF Florida )  
COUNTY OF Palm Beach ) ss

The affiant, **Carrie Priebe**, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an Contract Management Coordinator of Ocwen Loan Servicing, LLC. I am duly authorized to make this Affidavit on behalf of Ocwen Loan Servicing, LLC as servicer for **The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1** 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.

2. I have the personal knowledge required to execute this Affidavit from my review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, my review of the records of the recorder of the county in which the property is located, and/or title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State. I can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is **Ocwen Loan Servicing, LLC's** practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

Western Progressive Nevada Inc	Northpark Town Center 1000 Abernathy Rd NE; Bldg 400, Suite 200 Atlanta, GA 30328
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5. 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 f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1	c/o Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
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6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1	c/o Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
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7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Ocwen Loan Servicing, LLC	1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
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8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has actual or constructive possession of the note secured by the Deed of Trust and is entitled to enforce the obligation or debt secured by the Deed of Trust.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, 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 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; and (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.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, and receive a recitation of the information contained in this Affidavit: 1-800-746-2936.

11. Pursuant to my review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; 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) assignee of each recorded assignment of the subject Deed of Trust:

January 27, 2010

Instrument No. 757747, Book 110, Page 4982

From : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

To : The Bank of New York Mellon FKA The Bank of New York FKA The Bank of New York successor to JPMorgan Trust Bank, N.A., as trustee for the Certificate holders of Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2005-1

June 6, 2013

Instrument No. 824908, Book 613, Page 1241

From : Mortgage Electronic Registration Systems, Inc. as Nominee for GreenPoint Mortgage Funding, Inc.

To : The Bank of New York Mellon FKA The Bank of New York successor trustee to JPMorgan chase Bank, N.A., as trustee for the Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-1

TS No.: 2016-00292-NV

May 18, 2016

Instrument No. 2016-880963

From : Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for GreenPoint Mortgage Funding, Inc, its successor and/or assigns

To : The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1

Affiant Signature: *Carrie Prieba 6/6/16*  
Print Name: Carrie Prieba  
Title: Contract Management Coordinator

Ocwen Loan Servicing, LLC, servicer for **The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1**

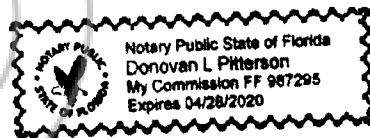
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn before me this 6 day of June, 2016, — by Carrie Prieba (Name) as a Contract Management Coordinator (Title) of Ocwen Loan Servicing, LLC, who is personally known to me or who has produced — as identification.

*Donovan L. Pitterson*  
Notary Public - State of Florida

My Commission Expires: —

Donovan L. Pitterson





# Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321, Section 11(6)

Borrower(s): Kenneth G Benson

Mortgage Servicer: Ocwen Loan Servicing, LLC as Servicer for The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, not individually but solely as trustee for the holders of the Bear Stearns ALT-A Trust 2005-1, Mortgage Pass-Through Certificates, Series 2005-1  
Loan No.: 7131204948

The undersigned, as an authorized agent or employee of the mortgage servicer named above, 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 to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
2.  The mortgage servicer has exercised due diligence to contact the borrower pursuant to Nevada Senate Bill 321, Section 11(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.
3.  No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to Nevada Senate Bill 321, Section 3.
4.  No contact was required because the requirements of Nevada Senate Bill 321, Sections 2-16, inclusive, do not apply because the loan is not a "residential mortgage loan" because it is not primarily for personal, family or household use or is not secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.

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: \_\_\_\_\_

7/14/17

By: \_\_\_\_\_

  
Angel Ramos  
Contract Management Coordinator