

DOUGLAS COUNTY, NV **2017-908310**
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\$285.00 Pgs=8 12/21/2017 08:17 AM
FIRST AMERICAN MORTGAGE SOLUTIONS - TSG
KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

~~First American Mortgage Solutions~~

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 17-01252-CE-NV

Title Order No. :

APN: 1220-04-515-008

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

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 days 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).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 08/23/2016, executed by Michael Shaver an unmarried man, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Primelending, a Plainscapital Company, its successors and assigns as beneficiary recorded 08/24/2016 as Instrument No. 2016-886526 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$229,761.00.

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 05/01/2017 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 fee's, 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 (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Notice of Default and Election to Sell Under Deed of Trust

NDSC File No.: 17-01252-CE-NV

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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 by 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 to 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 end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the 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 your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Cenlar FSB

c/o National Default Servicing Corporation

7720 N. 16th Street, Suite 300

Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 1-877-909-9416

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 Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 1372 Antares Ave , Gardnerville NV 89410-5345

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

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated: 12-18, 2017

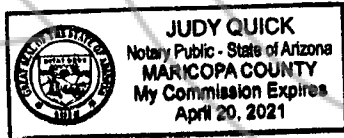
National Default Servicing Corporation, an Arizona Corporation, As Trustee for PrimeLending, A PlainsCapital Company

Ivan Mora
By: Ivan Mora, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On 12-18, 2017, before me, the undersigned, a Notary Public for said State, personally appeared **Ivan Mora**, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Judy Quick

This is an attempt to collect a debt and any information obtained will be used for that purpose.

APN: 1220-04-515-008
Foreclosure No.: 17-01252-CE-NV

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrowers Identified in Deed of Trust:
Michael Shaver an unmarried man

Trustee Address:
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

Property Address:
1372 Antares Ave
Gardnerville NV 89410-5345

Deed of Trust Document Instrument
Number:
2016-886526

STATE OF NEW JERSEY)

COUNTY OF MERCER)

ss:

This Affidavit is provided in support of the attached Notice of Default and Election to Sale certain real Property secured by a Deed of Trust. The following facts are, except where otherwise indicated, true of my own personal knowledge, and stated under penalty of perjury, as detailed herein.

My personal knowledge is based on 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, which business records meet the standards set forth in NRS 51.135.

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

National Default Servicing Corporation
Full Name

7720 N. 16th Street, Suite 300
Phoenix AZ 85020
Street, City, State, Zip

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

PrimeLending, A PlainsCapital Company
Full Name

18111 Preston Road Dallas, TX 75252
Street, City, State, Zip

APN: 1220-04-515-008
Foreclosure No.: 17-01252-CE-NV

number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Assignor: Mortgage Electronic Registration Systems, Inc. as nominee for Primelending, a Plainscapital Company, its successors and assigns
Assignee: PrimeLending, A PlainsCapital Company
Recorded Date: 08/17/2017
Recording Number: 2017-902826

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

Dated this 4th day of December, 2017.

Affiant Name: DIANE MCCORMICK

Title: DEFAULT LITIGATION SUPERVISOR
Cenlar FSB As Attorney In Fact For PrimeLending, A PlainsCapital Company

Signed By: Diane McCormick

STATE OF NEW JERSEY
) ss:
COUNTY OF MERCER

Sworn to and subscribed before me on the 4th day of December, 2017, by
Diane McCormick



M Kelly
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

MOLLY KELLY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 24, 2021



August 17, 2017

Michael Shaver
1372 Antares Ave
Gardnerville NV 89410

RE: Loan Number:
Property Address: 1372 Antares Ave
Gardnerville NV 89410-5345

DECLARATION

The undersigned beneficiary or their authorized agent for the beneficiary hereby represents and declares as follows:

1. On _____ the beneficiary or their authorized agent contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure. During this contact the borrower(s) was advised he or she has the right to schedule a follow-up meeting to occur within 14 days. Further, the borrower(s) was provided the toll-free telephone number to find a HUD-certified housing counseling agency.
2. No contact was made with the borrower despite the due diligence of beneficiary or their authorized agent pursuant to NRS 107.510(5), including (a) Mailing a first-class letter to the borrower(s) which included a toll free number to contact a HUD-certified housing counseling agency; (b) Attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days, or determining that the primary and secondary phone numbers on file were disconnected; and (c) Having received no response from the borrower(s) for 14 days after the telephone contact efforts were complete, an additional letter was sent to the borrower(s) via certified mail, with return receipt requested.
3. The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, their authorized agent or the trustee.

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Loan Number:

4. ___ The beneficiary or their authorized agent has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit; there is no order on the court's docket closing or dismissing the bankruptcy case.
5. ___ The provisions of NRS 107.510 do not apply because

The undersigned instructs the trustee to proceed with non-judicial foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration describing the attempts to contact the borrower required pursuant to NRS 107.510

Dated: 8/18/2017

By: [Signature]

Cristina Giraldo
Team Lead
Default Compliance

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