

DOUGLAS COUNTY, NV

2018-908653

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01/02/2018 09:33 AM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

WHEN RECORDED MAIL TO:

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

NDSC File No. : 17-01339-CL-NV
Title Order No. : 61701375

APN: 1220-16-112-005

**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 the loan in full plus permitted costs and expenses within the time permitted by law, which is normally five 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).

This amount is \$404,440.30 as of 12/29/2017 and will increase until your account is paid in full.

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 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).

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Notice of Default and Election to Sell Under Deed of Trust
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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:

CELINK

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/

HUD Approved Local Housing Counseling Agency: 800/569-4287

Loss Mitigation Contact: /

Property Address: 1217 Fieldgate Court , Gardnerville NV 89460-8668

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>.

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.**

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

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION 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 11/07/2008, executed by Jack Lake and B. Jeanneane Lake, husband and wife as joint tenants, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Sun West Mortgage Company, Inc., its successors and assigns as beneficiary recorded 11/13/2008 as Instrument No. 733089 Bk 1108 Pg 2796 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including **ONE NOTE FOR THE ORIGINAL** sum of \$625,500.00.

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 : **FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 09/13/2017 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS THE TOTAL PAYOFF AMOUNT DUE & OWING AT THE MATURITY DATE. IN ADDITION, ALL ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES MUST BE PAID.**

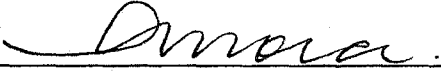
Notice of Default and Election to Sell Under Deed of Trust
NDSC File No.: 17-01339-CL-NV

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.

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

Dated: 12-29, 2017

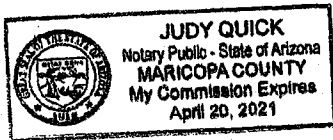
National Default Servicing Corporation, an Arizona Corporation, As Agent for Reverse Mortgage Funding LLC

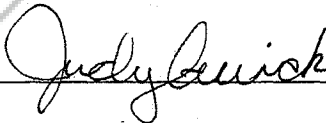

By: Ivan Mora, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On 12-29, 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 

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

APN: 1220-16-112-005
Foreclosure No.: 17-01339-CL-NV

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrowers Identified in Deed of Trust:
Jack Lake and B. Jeanneane Lake, husband
and wife as joint tenants

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

Property Address:
1217 Fieldgate Court
Gardnerville NV 89460-8668

Deed of Trust Document Instrument
Number:
733089 Bk 1108 Pg 2796

STATE OF Michigan)
COUNTY OF Clinton)

) 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 based on my review of the business records, 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, County, State, Zip

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

Reverse Mortgage Funding LLC
Full Name

3900 Capital City Blvd
Lansing, MI 48906
Street, City, County, State, Zip

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The full name and business address of the current beneficiary of record of the Deed of Trust is:

<u>Reverse Mortgage Funding LLC</u>	3900 Capital City Blvd
Full Name	<u>Lansing, MI 48906</u>
	Street, City, County, State, Zip

The full name and business address of the current servicer(s) of the obligation or debt secured by the Deed of Trust is:

<u>Reverse Mortgage Funding LLC</u>	3900 Capital City Blvd
Full Name	<u>Lansing, MI 48906</u>
	Street, City, County, State, Zip

2. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.

3. 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 to avoid the exercise of the power of sale, since the indebtedness of the borrower is all due and payable under the terms of the loan because of the death of the borrower, 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, including the local or toll-free number.

4. The obligor or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit at the toll free number 1-866-654-0020.

5. Pursuant to my review of the relevant business records 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)

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

Recorded Date: 10/02/2014

Recorded Number: 2014-850300

Name of Assignor: Mortgage Electronic Registration Systems, Inc, solely as nominee for Sun West Mortgage Company, Inc.,

Name of Assignee: Sun West Mortgage Company, Inc., a California Corporation

Recorded Date: 08/05/2015

Recorded Number: 2015-867339

Name of Assignor: Sun West Mortgage Company, Inc., a California Corporation

Name of Assignee: Reverse Mortgage Funding LLC

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

Dated this 19 day of December, 20 17.

Affiant Name: Amy McCain

Title: Assistant Vice President of Celink

Signed By: Amy McCain
Celink, Attorney in Fact for Reverse Mortgage Funding LLC

STATE OF Michigan)

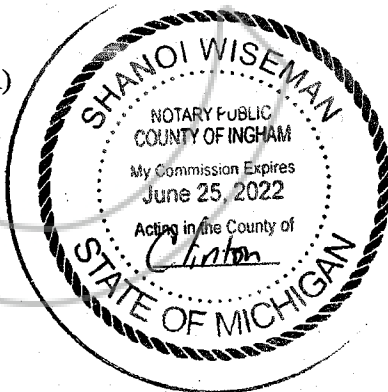
) ss:

COUNTY OF Clinton)

Sworn to and subscribed before me on the 19 day of December, 20 17, by

Amy McCain

(Notary Seal)



Shanoi Wiseman
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

DECLARATION OF COMPLIANCE
Nevada Homeowner's Bill of Rights ("SB321")
Exemptions from Certain Mortgage Disposition and Loss Mitigation Provisions

Borrower(s): Jack Lake
B Lake

Mortgage Servicer: Reverse Mortgage Funding LLC
Property Address: 1217 Fieldgate Court
Gardnerville NV 89460-8668

T.S. No.: 17-01339-CL-NV

The State of Nevada has enacted a Homeowner's Bill of Rights ("SB 321") which establishes new requirements for judicial and non-judicial foreclosures of owner-occupied housing with loans that are secured by mortgages or deeds of trusts.

The provisions of SB 321 will become operative on **October 1, 2013**; however certain entities are exempt from certain mortgage disposition and loss mitigation provisions. The purpose of this bulletin is to determine if your organization is exempt from certain provisions.

Two (2) requirements must be met in order to qualify for certain exemptions. The first requirement is to determine whether your organization is a financial institution, as defined in Nevada Revised Statutes ("NRS") 660.045.

The second threshold is whether, during the immediately preceding annual reporting period, as established by your primary regulator, your organization foreclosed on 100 or fewer real properties located in Nevada that constitute owner-occupied housing as defined in NRS 107.086.

1. **Exemption Applies.** We have confirmed that we are a financial institution, as defined in NRS 660.045 and have, during the immediately preceding annual reporting period, as established by our primary regulator, foreclosed (judicial and non-judicial) on 100 or fewer real properties located in Nevada that constitute owner-occupied housing as defined in NRS 107.086.

1. **Exemption Does Not Apply.** We have confirmed that we are a financial institution, as defined in NRS 660.045 and have, during the immediately preceding annual reporting period, as established by our primary regulator, exceeded the 100 foreclosure (judicial and non-judicial) threshold. Therefore, the exemption does not apply to our organization.

2. **Not a Financial Institution.** We are not a financial institution, as defined in the NRS 660.045, and therefore the exemption does not apply to our organization.

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

Reverse Mortgage Funding LLC by Celink Attorney
in Fact

Dated: December 1, 2017

By: _____

Name: Amy McCain

Title: Assistant Vice President of Celink