

APN: 1320-30-812-015

**WHEN RECORDED MAIL TO:**

**Clear Recon Corp**  
**4375 Jutland Drive, Suite 200**  
**San Diego, CA 92177-0935**  
**Phone: (866) 931-0036**

DOUGLAS COUNTY, NV      **2018-908912**  
Rec:\$285.00  
\$285.00      Pgs=7      **01/08/2018 03:13 PM**  
SERVICELINK TITLE AGENCY INC.  
KAREN ELLISON, RECORDER

**TS No.: 062561-NV**

**The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)**

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

**NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP** is the duly appointed Trustee under a Deed of Trust dated **5/30/2006**, executed by **ROBERT W. KENNEDY AND JUANITA E. KENNEDY, HUSBAND AND WIFE AS JOINT TENANTS**, as trustor in favor of the beneficiary thereunder, recorded **7/24/2006**, as **Instrument No. 0680404 in Book 0706 Page 8071**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$427,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; 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: **FAILURE TO PAY THE PRINCIPAL BALANCE WHICH BECAME ALL DUE AND PAYABLE BASED UPON THE DEATH OF ALL MORTGAGORS.**

That by reason thereof, **CIT BANK, N.A.**, 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 Trustor's 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.

T.S. No.: 062561-NV

Property Address as identified in the Deed of Trust is: **1005 ASPEN GROVE CIRCLE  
MINDEN, NV 89423**

HUD Approved local counseling agency: Housing for Nevada, (702) 270-0300  
**To determine if reinstatement is possible and the amount, if any, to cure the default,**  
**contact:** CIT BANK, N.A. C/O FINANCIAL FREEDOM,  
2900 Esperanza Crossing  
Austin, TX 78758  
Phone: 1-866-727-4303  
Loan Modification contact information: CIT BANK, N.A. C/O FINANCIAL FREEDOM,  
Loss Mitigation Dept. 1-866-727-4303

For Foreclosure status, contact:  
Clear Recon Corp  
4375 Jutland Drive  
San Diego, California 92117  
Phone: (866) 931-0036

Dated: 1/5/2018

**CLEAR RECON CORP**

By: *Hamsa Uchi*

Hamsa Uchi, Authorized Signatory for Trustee

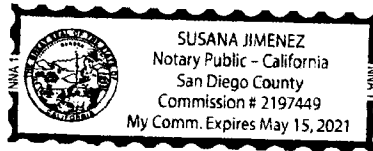
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California}  
County of San Diego}ss.

On 1.5.18 before me Susana Jimenez Notary Public, personally appeared Hamsa Uchi 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 *Susana Jimenez* (Seal)





1(a). The full name and business address of the current trustee, or the current trustee's representative or the assignee is:

CLEAR RECON CORP

Full Name

4375 Jutland Drive, Suite 200,  
San Diego, CA, 92117  
Street, City, State, Zip

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is:

CIT BANK, N.A.

Full Name

2900 Esperanza Crossing  
Austin, TX 78758  
Street, City, State, Zip

1(c). The full name and business address of the current beneficiary of record of the Deed of Trust is:

CIT BANK, N.A.

Full Name

2900 Esperanza Crossing  
Austin, TX 78758  
Street, City, State, Zip

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

CIT BANK, N.A.

Full Name

2900 Esperanza Crossing  
Austin, TX 78758  
Street, City, State, Zip

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust **OR** The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust is entitled to enforce the obligation or debt secured by the Deed of Trust.

3. The beneficiary, successor in interest of the beneficiary, or trustee of 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 of:

- a. The amount of payment required to make good the deficiency in performance or payment and 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, unless reinstatement is not permitted under the terms of the reverse mortgage debt because of the nature of the obligor or borrower's default;

- b. The amount in default;
  - c. The unpaid principal amount of the obligation or debt secured by the Deed of Trust;
  - d. The amount of accrued interest and late charges, if any;
  - e. A good faith estimate of the amount of fees imposed in connection with the exercise of the power of sale; and
  - f. Contact information for obtaining the most current amounts due and 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, as well as a recitation of the information contained herein.
4. A 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, as well as a recitation of the information contained herein, is 1-866-727-4303.
5. The following is information regarding each recorded assignment of the Deed of Trust—and is based upon the direct, personal knowledge of the affiant, which the affiant acquired independently or by (1) a review of the business records described in paragraph 1 above, (2) information contained in the records of the recorder of the county in which the property is located, (3) a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

<b>Assign From:</b>	<b>Assign To:</b>	<b>Recorded On Date:</b>	<b>Instrument Number:</b>
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC	10/7/2009	0751845
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS	CIT BANK, N.A., ITS SUCCESSORS AND ASSIGNS	8/7/2017	2017-902415

NOMINEE FOR  
FINANCIAL FREEDOM  
ACQUISITION LLC, ITS  
SUCCESSORS AND  
ASSIGNS

Dated this \_\_\_\_\_ day of JAN 02 2018, 20\_\_\_\_\_.

CIT BANK, N.A.

Signed By: Justin Roland

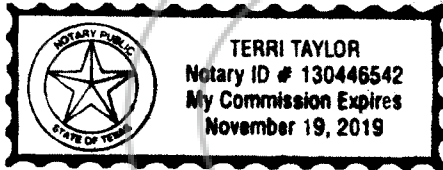
Print Name: Justin Roland

State of Texas  
County of Travis

Sworn to and subscribed before me on the \_\_\_\_\_ day of JAN 02 2018, \_\_\_\_\_, by  
Justin Roland

(Personalized Seal)

Terri Taylor  
Notary Public's Signature **Terri Taylor**



Borrower: Kennedy, Robert W and Juanita E. Kennedy  
Property Address: 1005 Aspen Grove Circle Minden, NV 89423

T.S. No.: \_\_\_\_\_

### Declaration of Compliance (SB321 Section 11)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1.  The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since 'initial contact' was made pursuant to SB 321 Section 11(1)(b).
2.  The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order 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 due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3.  No contact was required by the mortgage servicer because the individual did not meet the definition of 'borrower' pursuant to SB 321 Section 3. The borrower is:
  - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgage, trustee, beneficiary or authorized agent.
  - an individual who has filed a case under Chapter 7, 11, 12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4.  The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a 'residential mortgage loan' as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing as defined by NRS 107.086)

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: December 5, 2017

CIT Bank, N.A.

By: **Jesse Oca** Digitally signed by Jesse Oca  
Date: 2017.12.05 09:45:25  
-06'00'

Name: Jesse Oca

Title: Specialist IV