

DOUGLAS COUNTY, NV

2018-909123

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SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN 1420-33-410-033

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103

TS No. NV08000530-15-2S

TO No. 150159290-NV-VOO

Commonly known as: 2605 SWEET CLOVER CT, MINDEN, NV 89423

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

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** 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 as of November 20, 2002, executed by RORI M DAVIS AND GAIL L DAVIS HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure obligations in favor of NATIONAL CITY MORTGAGE CO. as original Beneficiary, recorded November 26, 2002 as Instrument No. 0559102 in Book 1102, on Page 11563 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$183,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: Failed to pay payments which became due August 1, 2010 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED 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 the statutory period set forth in Section NRS 107.080, 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.

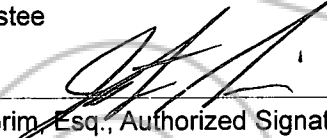
To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co.

c/o TRUSTEE CORPS
TS No: NV08000530-15-2S
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868.


Dated: January 11, 2018

MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee


By: Justin T. Grim, Esq., Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on 1-11-18
2018, by JUSTIN T. GRIM, ESQ..


Notary Public Signature

Melissa Manalia
Printed Name



My Commission Expires: 9-3-2019

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

TS No: NV08000530-15
APN: 1420-33-410-033

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF BREACH AND ELECTION
TO SELL
[NRS § 107.080]**

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) ss:

I, Barb Essman, am the Authorized Signer of PNC BANK, N.A., ("PNC Bank"). PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. is the current beneficiary of the subject deed of trust recorded as Document Number 0559102 in Book 1102 on Page 11563 in the Douglas Recorder's Office ("Deed of Trust"), securing repayment of a note ("Note") (collectively the Note and Deed of Trust make up the "Loan") or the servicer of the Loan for the current beneficiary. The persons(s) identified in the Deed of Trust is/are, RORI M DAVIS AND GAIL L DAVIS HUSBAND AND WIFE AS JOINT TENANTS. The Deed of Trust encumbers the real property located at 2605 SWEET CLOVER CT, MINDEN, NV 89423. This Affidavit is provided in support of the attached Notice of Breach and Election to Sell.

PNC Bank is the servicer of the Loan. The following facts are, except where otherwise indicated, true of my own personal knowledge, which I acquired through a review of business records kept in the regular course of PNC Bank's business records.

1. I have personal knowledge of PNC Bank's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by PNC Bank in the course of regularly-conducted business activity; and it is the regular practice of PNC Bank to make such records. I have reviewed certain business records of PNC Bank concerning the Loan, Note and Deed of Trust, all as reflected by the records maintained by PNC Bank as they have been kept by PNC Bank in the course of PNC Bank's regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.

2(a). The full name and business address of the current trustee or the current trustee's representative or assignee for the deed of trust is MTC Financial Inc. dba Trustee Corps, which is located at 17100 Gillette Ave, Irvine, CA 92614.

2(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. c/o PNC Bank, National Association at 3232 Newmark Drive, Miamisburg, OH 45342.

2(c). The full name and business address of the current beneficiary of record for the obligation or debt secured by the Deed of Trust is PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. c/o PNC Bank, National Association at 3232 Newmark Drive, Miamisburg, OH 45342.

TS No: NV08000530-15
APN: 1420-33-410-033

2(d). The full name and business address of the current servicer for the Loan is PNC Bank, National Association, which is located at 3232 Newmark Drive, Miamisburg, OH 45342.

- 3. PNC Bank is in actual possession of the Note secured by the Deed of Trust
- 4. PNC Bank has instructed the trustee to exercise the power of sale with respect to the property.
- 5. PNC Bank or the trustee has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
 - 5(a). 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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
 - 5(b). The amount in default;
 - 5(c). The principal amount of the obligation or debt secured by the Deed of Trust;
 - 5(d). The amount of accrued interest and late charges;
 - 5(e). A good faith estimate of all fees imposed in connection with the power of sale; and
 - 5(f). Contact information for obtaining the most current amounts due and a toll-free telephone number that 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.
- 6. Based on my review of PNC Bank's business records as described in paragraph 1, the original beneficiary of the Deed of Trust was NATIONAL CITY MORTGAGE CO.. Based on my review of PNC Bank's business records as described in paragraph 1, the Deed of Trust was subsequently assigned as follows:
in Douglas County.
- 7. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 800-367-9305.
- 8. Following is the true and correct signature of the affiant.

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 DECEMBER 26, 2017.

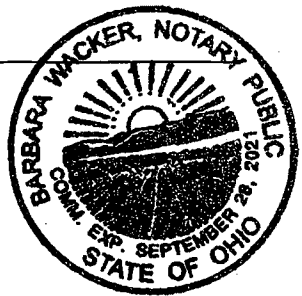
Barb Essman Authorized Signer

Print Name/Title
Barb Essman
Signature

State of OHIO
County of MONTGOMERY

Subscribed and sworn to before me this 26 day of December, 2017.

Barbara Wacker
Notary Public



Borrower(s): RORI M DAVIS AND GAIL L DAVIS HUSBAND AND WIFE AS JOINT TENANTS
Property Address: 2605 SWEET CLOVER CT, MINDEN, NV 89423
TS No.: NV08000530-15-2S

DECLARATION OF COMPLIANCE (NRS 107.510)

The undersigned, as an authorized agent or employee of PNC Bank, National Association ("PNC"), the mortgage servicer of the above-listed account secured by the security instrument recorded as document number 0559102 in Douglas County, hereby declares under the laws of the State of Nevada, that:

1. PNC has made contact with the Borrower pursuant to NRS 107.510(2) in order to assess the Borrower's financial situation and explore options for the borrower to avoid foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to NRS 107.510(1)(b).
2. PNC did not make contact with the Borrower but tried with due diligence to contact the Borrower pursuant to NRS 107.510(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 NRS 107.510(5) were satisfied.
3. The obligor(s) on the account did not meet the definition of "borrower" pursuant to NRS 107.410. The obligor on the account 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 mortgagee, trustee, beneficiary, or authorized agent;
 - The person is 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 NRS 107.510 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by NRS 107.450. (A residential mortgage loan as defined by NRS 107.450 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 in 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 PNC's business records.

Date: 12-26-2017

By: Barb Essman
(signature)

By: Barb Essman
(print name)

Title: Authorized Signer