

DOUGLAS COUNTY, NV

2018-909710

Rec:\$285.00

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01/26/2018 01:51 PM

SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN(s): **1220-24-501-013**

Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

TS No.: NV-17-773252-JB

Space above this line for recorders use only

Order No.: 170228223-NV-VOI

Property Address: 1939 PINTO CIRCLE, GARDNERVILLE, NV 89410

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **6/23/2004**, executed by RITA L TANK, as Trustor, to secure certain obligations in favor of **ABN AMRO MORTGAGE GROUP, INC.**, as beneficiary, recorded **6/30/2004**, as **Instrument No. 0617534, Book 0604, Page 14726**, of Official Records in the Office of the Recorder of **DOUGLAS** County, **Nevada** securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$299,200.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby 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 in that payment has not been made of:

The installments of principal and interest which became due on 12/1/2016, 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's fees, 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. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust 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.

TS No.: NV-17-773252-JB
Notice of Default

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

**New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711**

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

**Shellpoint Mortgage Servicing
Contact: Ben Roumier
Department: Loss Mitigation Department
Toll Free: 888-546-0351
Email: Benoit.roumier@shellpointmtg.com**

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-17-773252-JB
Notice of Default

Dated: 1-25-18

Quality Loan Service Corporation, as Trustee


By: Stephanie Fuentes, Assistant Secretary

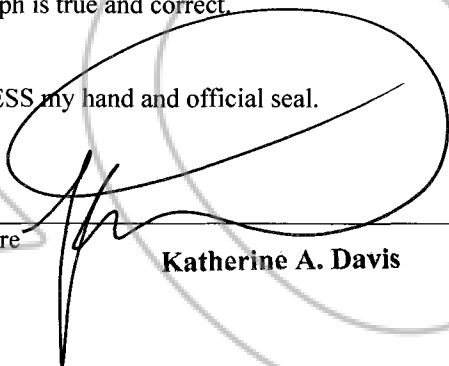
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California
County of: San Diego

On JAN 25 2018 before me, Katherine A. Davis a notary public, personally appeared Stephanie Fuentes, 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. (Seal)


Signature _____
Katherine A. Davis



NEVADA DECLARATION OF COMPLIANCE
(NRS 107 §11(6))

Borrower:
RITA TANK

Mortgage Servicer: Ditech Financial LLC

Property Address:
1939 PINTO CIR
GARDNERVILLE NV 89140
T.S. no.

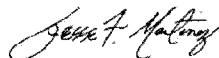
The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

1. The mortgage servicer has contacted the Borrower to “assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, advise the borrower that he or she has the right to request a subsequent meeting and provide the toll free HUD number to the borrower to find a local housing counselor”. Thirty (30) days, or more, have passed since the initial contact was made.
2. Despite the exercise of the due diligence requirements the mortgage servicer has been unable to contact the borrower to “assess the borrower's financial situation, explore options for the borrower to avoid foreclosure and provide the toll free HUD number to the borrower to find a local housing counselor”. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because:
 - a. The requirements of NRS §107 do not apply as the individual(s) do/did not meet the definition of “borrower”.
 - b. The requirements of NRS §107 do not apply as the because the above-referenced loan did not meet the definition of “residential mortgage loan” OR, if the account is a “residential mortgage loan”, it is NOT the most senior “residential mortgage loan” encumbering the above-referenced property.
 - c. The requirements of NRS §107 do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

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: 06/05/2017

Ditech Financial LLC



Jesse F. Martinez
Assistant Vice President

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):
RITA L TANK

Trustee Name and Address:
Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:
1939 PINTO CIRCLE
GARDNERVILLE, NV 89410

Deed of Trust Document:
Instrument No. 0617534, Book 0604, Page
14726

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

The affiant, Eulisa Miranda, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing. I am duly authorized to make this Affidavit for New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing 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, as set forth in NRS 107.080(2)(c) and 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 New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing'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:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

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

Full Name	Street, City, State, Zip
New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing	55 Beattie Place, Suite 110 Greenville, SC 29601

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing	55 Beattie Place, Suite 110 Greenville, SC 29601

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing	55 Beattie Place, Suite 110 Greenville, SC 29601

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

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 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; (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, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (800) 365-7102.

11. Pursuant to my personal 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:

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APN: 1220-24-501-013
File No.: NV-17-773252-JB

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
3/21/2016	2016-878381 xxx xxx	ABN AMRO MORTGAGE GROUP, INC.	DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING, LLC
12/8/2017	2017-907804	DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING, LLC	New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, as servicer for New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing

Dated: 1/17/2018

Signed By: *Eulisa Miranda*
 Print Name: Eulisa Miranda, Foreclosure Specialist

STATE OF Texas)
 COUNTY OF Harris) ss:

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.

On this 17 day of January, 2018, personally appeared before me, a Notary Public, in and for said County and State, Eulisa Miranda, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[Signature]
 NOTARY PUBLIC IN AND FOR

