DOUGLAS COUNTY, NV

2018-911915

Rec:\$285.00

\$285.00 Pas=8

03/22/2018 02:46 PM

SERVICELINK TITLE AGENCY INC. **KAREN ELLISON, RECORDER**

APN: 1420-28-113-005

Recording Requested By:

ServiceLink

When Recorded Mail To: First American Trustee Servicing Solutions, LLC 4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063

TS No.:

L550016

VA/FHA/PMI No.

NEVADA

TSG No.

160340106

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 into 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 business days prior to the date set for the sale of your property. 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).

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

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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:

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST c/o First American Trustee Servicing Solutions, LLC 4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063 866-429-5179

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.

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **09/02/2003** executed by:

DEBORAH G. THOMAS, A MARRIED WOMAN,

as Trustor to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SIB MORTGAGE CORP. as Beneficiary, recorded 09/10/2003, (as Instrument No.) 0589524, (in Book) 0903 (Page) 05006, of Official Records in the Office of the Recorder of DOUGLAS County, Nevada describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

Property Address: 2952 SAN MATEO DRIVE, MINDEN NV 89423 said obligations including ONE NOTE FOR THE ORIGINAL sum of \$311,500.00

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:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 8/1/2010 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES. 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..

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.

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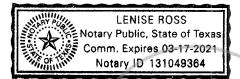
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NEVADA

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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: 3-01-18

First American Trustee Servicing Solutions, LLC 4795 Regent Blvd, Mail Code 1011-F Irving TX75063



Name: DecAnn Gregory, Senior Manager

Title:

First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

(signature)

STATE OF TEXAS))	
COUNTY OF DALLAS	/ /	DeeAnn Gregory
Before me, UNOCTOSS	on this day personally appeared	,
known to me to be the person whose name is subsc		and acknowledged to me that
this person executed the same for the purposes and		
Given under my hand and seal of office this	day of March	_, A.D., <u> </u>
W N		
1 Jense 1088	(Notary Seal)	

SEE ATTACHED DECLARATIONS

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): DEBORAH G. THOMAS, A MARRIED WOMAN	Trustee Name and Address: First American Trustee Servicing Solutions, LLC 4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063
Property Address: 2952 SAN MATEO DRIVE, MINDEN NV 89423	Deed of Trust Document Instrument No. 0589524 Book / Page No. 0903/04988

STATE OF	Florida		
) ss:	\ \
COUNTY OF	Duval)))
		Korey A. Rudd	/ /
The affiant,			, being first duly sworn
upon oath and unde	r penalty o	of perjury, attests as follows:	/- / ·

- 1. I am an employee of <u>Selene Finance LP</u>. I am duly authorized to make this Affidavit for <u>WILMINGTON SAVINGS FUND SOCIETY</u>, FSB, D/B/A CHRISTIANA TRUST, NOT <u>INDIVIDUALLY BUT AS TRUSTEE</u> FOR PRETIUM MORTGAGE <u>ACQUISITION TRUST</u> 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 <u>Selene Finance LP</u>'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.

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- 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: 877-735-3637.
- 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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4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

First American Trustee Servicing	4795 Regent Blvd, Mail Code 1011-F
Solutions, LLC	Irving, TX 75063
Full Name	Street, City, State, Zip

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

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST VI	c/o Selene Finance LP, 9990 Richmond Avenue Suite 400 South, Houston, TX 77042
Full Name	Street, City, State, Zip

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

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIAN, TRUST, NOT INDIVIDUALLY BUT A TRUSTEE FOR PRETIUM MORTGAG ACQUISITION TRUST VI		042
Full Name	Street, City, State, Zip	

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

Selene Finance LP			9990 Richmond Avenue Suite 400 South, Houston, TX 77042		
	Full Name	1		and the same of th	Street, City, State, Zip

TS No.:

RECORDED: 05/23/2011 AS INSTRUMENT: 783620

FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION, AS NOMINEE FOR SIB MORTGAGE CORP, ITS SUCCESSORS AND **ASSIGNS**

TO: CITIMORTGAGE, INC.

RECORDED: 04/06/2015 AS INSTRUMENT: 2015-859729

FROM: CITIMORTGAGE, INC., BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-

TO: CITIBANK, N.A., NOT IN ITSINDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF NRZ PASS-THROUGH TRUST VI

RECORDED: 11/09/2015 AS INSTRUMENT: 2015-872411 (WILD)

FROM: CITIMORTGAGE, INC.

TO: NATIONSTAR MORTGAGE, LLC

RECORDED: 01/07/2016 AS INSTRUMENT: 2016-875015

FROM: CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF NRZ PASS-THROUGH TRUST VI, ITS SUCCESSORS AND ASSIGNES BY NATIONSTAR

MORTGAGE LLC, ITS ATTORNEY-IN-FACT

BONDED THRU 18T FUCHIDA NOTARY, LLC

TO: PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP

RECORDED: 01/07/2016 AS INSTRUMENT: 2016-875016

FROM: PRETIUM MORTGAGE CREDIT PARTNERS I LOAN ACQUISITION, LP

TO: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT

INDIVIDUALLY BY AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST

Signed By: Dated: 3 1/18
Print Name: Korey A. Rudd
STATE OF Florida)
SS:
COUNTY OF Duval
On this day of MARLY, 20 18, personally appeared before me, a
Notary Public, in and for said County and State, Korey A Rudd
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.
Alton Horton Commission #FF 152104
Expires: AUG 18, 2018
BONDED THEU NOTARY PUBLIC IN AND FOR

APN: 1420-28-113-005

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE Florida

Duval

TS No.:

L550016

Borrower(s): DEBORAH G. THOMAS, A MARRIED WOMAN

Property Address: 2952 SAN MATEO DRIVE

MINDEN NV 89423

Trustee Sale Number: L550016

DECLARATION OF COMPLIANCE

(SB 321 Section 11)

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

	⊠k	The mortgage servicer has contacted the borrower, or a person designated by the borrower in writing to represent the borrower, pursuant to SB 321 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).
		passed billed initial contact. Was made passault to 525-221 Section 11 (1)(e).
		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.
		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:
		borrower pursuant to SB 321 Section 5. 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 mortgagee, 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.
	-	The requirements set forth in SB 321 Section 11do 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
and the same		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 in NRS 107.086).
20	and the same of th	
1		
	Dated:	06/24/2017 Selene Finance LP
		1st State dos
		By: Name : Kevin D.Wardlow
		Title: Default Asset Manager
76.		, ,