

APN: 1022-32-110-047**APN: 1022-32-110-026**

Recording Requested By and
When Recorded, Please Return To:
Millward Law, Ltd.
1591 Mono Ave.
Minden, NV 89423



00072685201809136520190197

KAREN ELLISON, RECORDER

TO: ALLISON FARRAGE

Property Address: 2004 Comstock Drive
Topaz, Douglas County, Nevada

2007 Comstock Drive
Topaz, Douglas County, Nevada

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. You may have the legal right for a period of 35 days commencing on the first day following the day upon which the notice of default was recorded and mailed to make good the deficiency in performance or payment. No sale date may be set until three months from the date this Notice of Default was recorded (which date of recordation appears on this notice).

If you are a service member or a dependent of a service member, you may be entitled to certain protections under the federal Servicemembers Civil Relief Act, 50 U.S.C. Appx. §§ 501 et seq., regarding the servicemember's interest rate and the risk of foreclosure, and counseling for covered servicemembers that is available from Military OneSource and the United States Armed Forces Legal Assistance or any other similar agency.

This amount is \$24,775.74 as of 4/01/2018 and will increase until your account becomes current.

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 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 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).

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.

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 toll-free hotline at **(800) 569-4287** or you can go to The Department of Housing and Urban Development (HUD) website at **www.hud.gov/offices/hsg/sfh/hcc/fc**.

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: MILLWARD LAW, LTD., is the duly appointed Trustee under that certain Deed of Trust dated 09/24/2014, executed by ALISON FARRAGE, an unmarried woman, as Trustor, to secure certain obligations in favor of ANGELO PECORILLA, Trustee of THE ANGELO PECORILLA TRUST (as restated), dated December 1, 2004, as original Beneficiary thereunder. Said Deed of Trust was recorded on 10/30/2014, as Document No. 852013 of Official Records in the Office of the Recorder of Douglas County, State of Nevada.

A certified copy of the original *Affidavit of Authority* is attached as **Exhibit 1.**

Said obligations include **ONE NOTE FOR SUM OF \$490,000.00.**

A certified copy of the original *Deed of Trust* is attached hereto as **Exhibit 2.**

That said Deed of Trust and Promissory Note have not been assigned to any other person, organization, bank or entity.

That an *Affidavit of Trustee* signed by the current Trustee is attached hereto as **Exhibit 3**.

That said Deed of Trust secures your obligations under that certain Promissory Note executed by Alison Farrage on September 24, 2014, in favor of The Angelo Pecorilla Trust.

That a breach of the obligations under the Promissory Note referenced above, for which said Deed of Trust is security has occurred, in that payment has not been made of: THE INSTALLMENTS OF PRINCIPAL AND INTEREST WHICH BECAME DUE 06/01/2017. THE ANGELO PECORILLA TRUST HEREBY DECLARES THAT PAYMENTS DUE UNDER THE PROMISSORY NOTE ARE ACCELERATED, TOGETHER WITH LATE FEES, TRUSTEE FEES, AND ASSESSEMENT FEES AND ARE DUE PURSUANT TO THE SIXTH PARAGRAPH OF THE PROMISSORY NOTE.

That Millward Law, Ltd. has attempted to contact the borrower as required by subsection 5 of NRS 107.510.

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said 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 has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The current holder of the Promissory Note, Beneficiary of the Deed of Trust, Trustee of the Deed of Trust, and servicer of the Note are identified in the *Affidavit of Authority* attached as **Exhibit 1**.

To find out the amount you must pay, to arrange for payment to stop the foreclosure contact:

Millward Law, Ltd.
1591 Mono Avenue
Minden, NV 89423
(775) 600-2776

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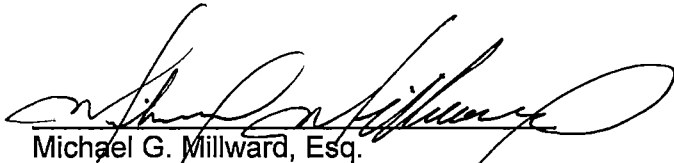
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Reviewed and approved and executed this 30th day of April, 2018.

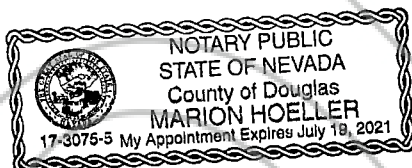
MILLWARD LAW, LTD., as Trustee for the Beneficiary.


Michael G. Millward, Esq.

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on April 30th, 2018
by: Michael G. Millward, Esq. of Millward Law, Ltd.


Notary Public



COPY

Exhibit 1

Certified Copy of Original

State of Nevada

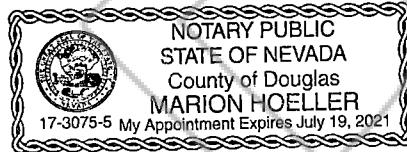
County of Douglas.

I, Marion Hoeller, a Notary Public, under the penalty of perjury, hereby declare and certify that on this 27th day of April, 2018, I made a copy of the original Affidavit of Authority to Exercise the Power of Sale that was signed by Angelo Pecorilla on February 1, 2018, and now possessed by Michael G. Millward, and have attached this *Certified Copy of Original* to a true and correct copy of the same.

Dated April 27, 2018.



(Signature of notarial officer)



**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Pursuant to NRS 107.080

APNos. 1022-32-110-047
1022-32-110-026

Deed of Trust Document Instrument
Number:

Property Address: 2004/2007 Comstock Drive
Topaz, Douglas County, Nevada

STATE OF Arizona)
COUNTY OF Mohave) ss:

The affiant, ANGELO PECORILLA, Trustee of THE ANGELO PECORIALI TRUST
(as restated), dated December 1, 2004, being first duly sworn upon oath,

The undersigned affiant does hereby attest under penalty of perjury to the
following information, which is based on the direct, personal knowledge of the affiant
or the personal knowledge which the affiant acquired by a 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:

1. The full name and business address of the current trustee or the current
trustee's personal representative or assignee is:

Millward Law, Ltd.
1591 Mono Avenue
Minden, NV 89423

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

Angelo Pecorilla
936 Springfield Drive
Gardnerville, NV 89460

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

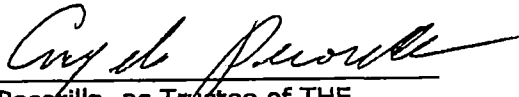
Angelo Pecorilla
936 Springfield Drive
Gardnerville, NV 89460

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

Evergreen Note Servicing
6121 Lakeside Drive, Suite 150
Reno, NV 89502

2. The beneficiary under the deed of trust is in actual or constructive possession of the note secured by the deed of trust.
3. That the beneficiary or its successor in interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.
4. The beneficiary has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement containing the following information:
 - 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 the performance or payment, as of the date of the statement;
 - b. The amount in default;
 - c. The principal amount of the obligation or debt secured by the deed of trust;
 - d. The amount of accrued interest and late charges;
 - e. A good faith estimate of all 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 described in subparagraph (4).
5. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to receive the most current amounts due and a recitation of the information contained in this affidavit is (866) 358-6683.
6. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust, which information is based on the knowledge or information as described in NRS 107.080(2)(c)(5)(I-IV), is provided as follows:

Dated this 1 day of February, 2018.



Angelo Pecorilla, as Trustee of THE
PECORILLA TRUST, dated December 1, 2004

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.

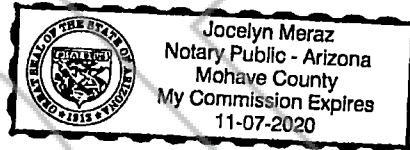
State of Arizona)
County of Mohave)

On February 1st, 2018, before me, Jocelyn Meraz personally appeared Angelo Pecorilla, as Trustee of THE PECORILLA TRUST, dated December 1, 2004, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jmeraz



COPY

Exhibit 2

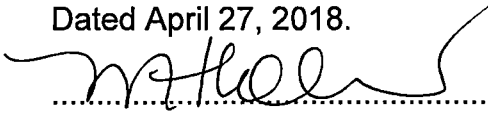
Certified Copy of Original

State of Nevada

County of Douglas.

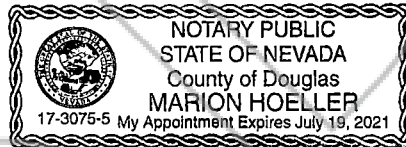
I, Marion Hoeller, a Notary Public, under the penalty of perjury, hereby declare and certify that on this 27th day of April, 2018, I made a copy of the original Deed of Trust with Assignment of Rents, APN 1022-32-110-026; 1022-32-110-047, Escrow No. 066723-MHK, that was signed by Alison Farrage on September 24, 2014, and now possessed by Michael G. Millward, and have attached this *Certified Copy of Original* to a true and correct copy of the same.

Dated April 27, 2018.



.....

(Signature of notarial officer)



APN#: 1022-32-110-047 1022-32-110-026

Recording Requested By:
Western Title Company, Inc.

Escrow No.: 066723-MHK

When Recorded Mail To:
Evergreen Note Servicing
6121 Lakeside Dr. Ste 150
Reno, NV 89502

2014 852013
Douglas
10-30-14 3:12

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature

M Kelsh

M Kelsh

Escrow Officer

Deed of Trust

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

A. P. No. 1022-32-110-026 and 047
Escrow No. 066723-MHK

When recorded mail to:

Evergreen Note Servicing
6121 Lakeside Dr Ste 150
Reno, NV 89502

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made September 24, 2014, between
ALISON FARRAGE, an unmarried woman, herein called "Trustor", whose
address is: 6201 Iroquois Trail, WESTERN TITLE COMPANY,
Stagecoach NV 89429
LLC, a Nevada Limited Liability Company, herein called "Trustee", ANGELO
PECORILLA, Trustee of THE ANGELO PECORILLA TRUST (as restated), dated
December 1, 2004, whose address is: 936 Springfield Drive, Gardnerville, NV 89460 ,
herein called "Beneficiary",

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest
of Trustor in that certain property situate in the County of Douglas, State of Nevada,
more particularly described as follows:

Lots 26 and 46 of TOPAZ SUBDIVISION, as the same appears upon a Plat of
said subdivision, duly filed in the office of the County Recorder of Douglas
County, State of Nevada on August 10, 1954, as Document No. 9774.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto
belonging or appertaining, and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any
period of default hereunder, and without waiver of such default, to collect said rents,

issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$490,000.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

6. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

7. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

9. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

10. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall

reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

11. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

12. The following covenants Nos. 1, 2, 3 (interest 5.00%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

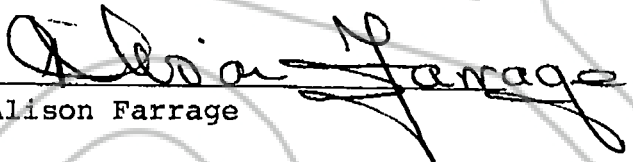
15. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

16. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

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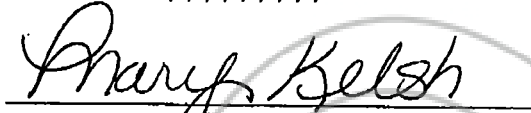
17. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:


Alison Farrage

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Oct 29th 2014, 2014,
by ALISON ~~FARRAGE~~ FARRAGE


Notary Public



COPY

Exhibit 3

AFFIDAVIT OF TRUSTEE

APNos. 1022-32-110-047
1022-32-110-026

Deed of Trust Document Instrument
Number: 852013

Property Address: 2004/2007 Comstock Drive
Topaz, Douglas County, Nevada

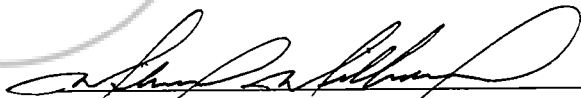
STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

The affiant, MICHAEL G. MILLWARD, ESQ., being first duly sworn upon oath, does hereby attest under penalty of perjury to the following information, which is based on the personal knowledge which the affiant acquired by a review of the business records of the beneficiary, and the servicer of the obligation or debt secured by the deed of trust:

- 1. That he is the current Trustee under that certain Deed of Trust recorded in the Official Records of Douglas County, Nevada, as Document No. 2014-852013, executed by Alison Farrage on September 24, 2014;
- 2. That he is in possession of the original of that certain Promissory Note executed by Alison Farrage in favor of Angelo Pecorilla as Trustee of The Angelo Pecorilla Trust.
- 3. That neither the Deed of Trust nor the Promissory Note have been assigned to any other person, organization, bank or entity.

AFFIANT further sayeth naught.

Dated this 27th day of February, 2018.


Michael G. Millward, Esq., Trustee

State of Nevada)
)ss.
County of Douglas)

This instrument was acknowledged before me on the 27th day of February, 2018, by Michael G. Millward, Esq., for Millward Law, Ltd.


Notary Public

