

DOUGLAS COUNTY, NV

2018-915285

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06/11/2018 09:00 AM

WFG NATIONAL TITLE INSURANCE CO

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:
WFG National Title Insurance Company

WHEN RECORDED MAIL TO:
PLM LENDER SERVICES, INC.
46 N Second Street
Campbell, California 95008

APN: 1420-28-811-016
TS No.: 335W-018103N

Title Order No.: 180038027

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

NOTICE IS HEREBY GIVEN THAT: PLM LENDER SERVICES, INC. is the duly appointed Trustee under a Deed of Trust dated **6/24/2008**, executed by **JEFF D CAROTHERS A SINGLE MAN**, as trustor in favor of **GREATER NEVADA MORTGAGE SERVICES**, recorded **6/30/2008**, as **Instrument No. 726016, in Book 608, Page 7859**, 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 **\$35,000.00**.

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:

The installment of principal, interest and impounds which became due on 2/1/2018 and all subsequent installments of principal, interest and impounds plus late charges and advances together with foreclosure fees and costs.

That by reason thereof the present Beneficiary or Servicer under such deed of Trust has executed and delivered to said duly appointed Trustee a written request to commence foreclosure and has deposited with said duly appointed Trustee a copy of the 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.

The undersigned Trustee intends to declare the entire unpaid balance due if acceleration is permitted by the obligation secured by the deed of trust, but acceleration will not occur if the deficiency in performance or payment is made good and any costs, fees and expenses incident to the preparation or recordation of the notice and incident to the making good of the deficiency in performance or payment are paid within the time specified above.

You may have the right to cure the default hereon and reinstate the 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 as set forth in 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.

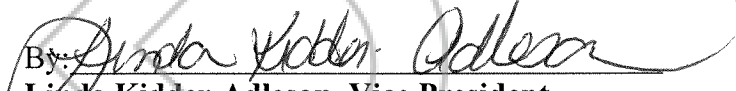
Property Address: **1329 KIM PLACE
MINDEN, NV 89423**

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

Greater Nevada Mortgage
C/O PLM LENDER SERVICES, INC.
46 N Second Street
Campbell, California 95008
Phone: 408-370-4030

Dated:6/7/2018

PLM LENDER SERVICES, INC.

By: 
Linda Kidder-Adleson, Vice President

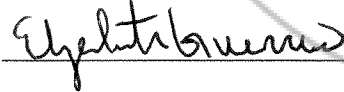
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

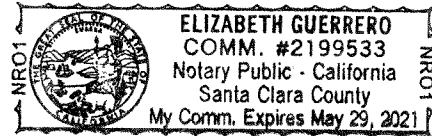
State of California}ss
County of Santa Clara}

On 6/7/2018 before me, Elizabeth Guerrero a Notary Public in and for said county, personally appeared Linda Kidder-Adleson 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  (Seal)



Borrower(s): JEFF D CAROTHERS A SINGLE MAN
1329 KIM PLACE
Property Address: MINDEN, NV 89423
Trustee Sale Number: 335W-018103N

DECLARATION OF COMPLIANCE

N.R.S. §107.510(6)

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:

- The mortgage servicer has contacted the borrower pursuant to N.R.S. §107.510 in order to assess the borrower's financial situation, explore options for the borrower to avoid a foreclosure sale, and to provide the toll free number to enable the borrower to find a housing counselor certified by HUD. Thirty (30) days or more have passed since "initial contact" was made.
- The mortgage servicer tried with due diligence to contact the borrower pursuant to N.R.S. §107.510 in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure, but has not made contact despite such due diligence. Thirty (30) days or more have passed since the due diligence requirements set forth in N.R.S. §107.510 were satisfied.
- No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "Borrower" pursuant to N.R.S. §107.410. The "Borrower" as defined pursuant to N.R.S. §107.410 must be a grantor under the deed of trust and a natural person. The term "Borrower" does not include a natural person 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 term "borrower" also does not include a natural person who has filed for bankruptcy and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay.
- No contact was required because the subject loan is not a "residential mortgage loan" as defined by N.R.S. §107.450. A residential mortgage loan as defined by N.R.S. §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(15)(e).
- No contact is required because the default which precipitated this foreclosure was a nonmonetary default.
- No contact is required because the mortgage servicer is a financial institution as defined by N.R.S. §660.45, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this State which constitute owner-occupied housing, as defined in N.R.S. §107.86(15)(e).

I certify that this declaration is accurate, complete, and supported by competent and reliable evidence that the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 6/5/18

Greater Nevada Mortgage fka Greater Nevada Mortgage
Services, Mortgage Servicer

/s/ Haley Ewinn
By: Haley Ewinn, Loan Servicing
manager

NRS 107.080 Compliance Affidavit

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
JEFF D CAROTHERS

Trustee's Name and Current Address:
PLM LENDER SERVICES, INC.

46 N Second Street
Campbell, California 95008

Property Address:
1329 KIM PLACE
MINDEN, NV 89423

Deed of Trust Document Instrument:
Recorded on 6/30/2008, as Instrument No.
726016, *Boel 608*

page 7859

STATE OF Nevada)

COUNTY OF Carson City)

ss:

The affiant, Haley Gwinn, Loan Servicing Manager, based on direct, personal knowledge, which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the servicer of the obligation or debt secured by the deed of trust, and under penalty of perjury attests that I am an authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge, following a review of public records in the state of Nevada and a review of business records kept in the regular course of business, to the following information, as required by and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c):

1. I have personal knowledge of Greater Nevada Mortgage the current beneficiary/servicer'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 current Beneficiary/Servicer in the course of regularly conducted business activity; and it is the regular practice of Current Beneficiary to make such records. I have reviewed certain business records of current Beneficiary/Servicer concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by current Beneficiary/Servicer as they have been kept by current Beneficiary/Servicer in the course of 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. The full name and business address of the current trustee or the current trustee's representative or assignee is:

PLM LENDER SERVICES, INC.

46 N Second Street
Campbell, California 95008

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

GREATER NEVADA MORTGAGE FKA
GREATER NEVADA MORTGAGE
SERVICES

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

GREATER NEVADA MORTGAGE FKA
GREATER NEVADA MORTGAGE
SERVICES

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

Greater Nevada Mortgage

4070 Silver Sage Drive
Carson City, NV 89701

3. The beneficiary, successor in interest of the beneficiary, servicer or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust or the beneficiary or its successor in interest, servicer or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
4. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the deed of trust or the trustee, or an attorney representing any of those persons has sent the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:
- 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;
 - The amount in default;
 - The principal amount of the obligation or debt secured by the deed of trust;
 - The amount of accrued interest and late charges;
 - A good faith estimate of all fees imposed, in connection with the exercise of the power of sale
 - 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 and a recitation of the information contained in this affidavit.

5. 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) 526-6999.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which the affiant acquired by (1) 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 (which meet the standards set forth in NRS 51.135), (2) by information contained in the records of the recorder of the county in which the property is located, (3) was obtained by 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, or (4) is possessed directly:

Assign From:	Assign To:	Recorded On Date:	Instrument Number:
NONE			

7. 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.
8. Following is the true and correct signature of the affiant:

Dated this 5 day of June, 2018.

Signed By: [Signature]

Print Name: Haley Gwinn, Loan Servicing
Manager

STATE OF Nevada)
) ss:
 COUNTY OF Carson City)

On this 5 day of June, 2018, personally appeared before me, a Notary Public, in and for said County and State, Haley Gwinn, 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
 SAID COUNTY AND STATE

