

TS No.: 2016-00721-NV

APN: 1318-23-610-011

WHEN RECORDED MAIL TO:
Western Progressive - Nevada, Inc.
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200
Atlanta, GA 30328

DOUGLAS COUNTY, NV **2018-916584**
Rec:\$285.00
\$285.00 Pgs=8 07/10/2018 10:17 AM
PREMIUM TITLE TSG
KAREN ELLISON, RECORDER

TS No.: 2016-00721-NV
TSG Order No: 1612-NV-3153114

The undersigned hereby affirms that there is no Social Security number contained in this document.

**NOTICE OF DEFAULT AND ELECTION TO SELL REAL PROPERTY
UNDER THE DEED OF TRUST**

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, if the property is owner-occupied. 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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UNDER THE DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: WESTERN PROGRESSIVE - NEVADA, INC. is the duly appointed Trustee under a Deed of Trust dated **03/09/2004**, executed by **John S. Benson, A Married man as his sole and separate property**, as trustor in favor of **FREMONT INVESTMENT & LOAN AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY**, recorded **03/31/2004**, under Instrument No. **0608935**, in book **0304**, page **15763**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

Securing, among other obligations, one Note for the Original sum of \$ **400,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby 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 or that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 01/01/2009 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The street address and other common designation, if any, of the real property described above is purported to be: **298 CHIMNEY ROCK RD, STATELINE, NV 89449**

That by reason thereof the present Beneficiary 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 such Deed of Trust and documents evidencing the 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 NRS Section 107.080, the right of reinstatement will terminate and the property may thereafter be sold.

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

HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series
2004-FM2 Asset Backed Pass-Through Certificates
C/O Ocwen Loan Servicing, LLC
1661 Worthington Road
West Palm Beach, FL 33409
Phone: 877-596-8580

If you are the Trustor and wish to contact a representative of the Beneficiary to discuss foreclosure prevention alternatives, please contact: 877-596-8580

For foreclosure status, please contact: Western Progressive - Nevada, Inc., Northpark Town Center 1000
Abernathy Rd NE; Bldg 400, Suite 200 Atlanta, GA 30328, (866)-960-8299

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If you have any questions, you should contact a lawyer or the governmental agency that 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.

1. The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321, Section 11(2), to "assess the borrower's financial situation and to explore option for the borrower to avoid a foreclosure sale". Thirty (30) days, or more have passed since the initial contact was made.

"See Attached Declaration"

Dated: July 6, 2018

Western Progressive - Nevada, Inc., as Trustee for beneficiary

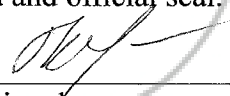
By: 
Claire Buxton, Trustee Sale Assistant

WESTERN PROGRESSIVE – NEVADA, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

**State of Washington }ss
County of King}**

On **July 6, 2018** before me, Karina Krivenko, Notary Public, personally appeared Claire Buxton, 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.

WITNESS my hand and official seal.

Signature  (Seal)
Karina Krivenko



Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321, Section 11(6)

Borrower(s): John Benson

Mortgage Servicer: Ocwen Loan Servicing, LLC, as Servicer for HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-FM2 Asset Backed Pass-Through Certificates

Loan No.: [REDACTED] 0908

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

- The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321, Section 11(2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
- The mortgage servicer has exercised due diligence to contact the borrower pursuant to Nevada Senate Bill 321, Section 11(5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
- No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to Nevada Senate Bill 321, Section 3.
- No contact was required because the requirements of Nevada Senate Bill 321, Sections 2-16, inclusive, do not apply because the loan is not a "residential mortgage loan" because it is not primarily for personal, family or household use or is not secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which 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: 4/2/14

By: Matthew Owens

Contract Management Coordinator

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder:

Trustee Name and Address:
Western Progressive Nevada Inc
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400,
Suite 200, Atlanta, GA 30328

OR

Borrower(s):
JOHN S BENSON

Property Address:
298 Chimney Rock Rd, Stateline, NV 89449

Deed of Trust Document:
Instrument No.: 0608935 Book 0304
Page 15763

STATE OF Florida)
COUNTY OF Palm beach) ss

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

1. I am an Contract Management Coordinator of Ocwen Loan Servicing, LLC. I am duly authorized to make this Affidavit on behalf of Ocwen Loan Servicing, LLC as servicer for HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-FM2 Asset Backed Pass-Through Certificates 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 from my 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, my review of the records of the recorder of the county in which the property is located, and/or title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State. I 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 Ocwen Loan Servicing, LLC'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:

Western Progressive Nevada Inc	Northpark Town Center 1000 Abernathy Rd NE; Bldg 400, Suite 200 Atlanta, GA 30328
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5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-FM2 Asset Backed Pass-Through Certificates	c/o Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
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6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-FM2 Asset Backed Pass-Through Certificates	c/o Ocwen Loan Servicing, LLC 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
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7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Ocwen Loan Servicing, LLC	1661 Worthington Road, Suite 100 West Palm Beach, FL 33409
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8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has actual or constructive possession of the note secured by the Deed of Trust and is entitled to enforce the obligation or debt secured by the Deed of Trust.

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 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; and (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, and receive a recitation of the information contained in this Affidavit: 1-800-746-2936.

11. Pursuant to my 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:

May 6, 2009

Instrument No. 742635 in Book 509 at Page 1284

From: MERS – Nominee for Fremont Investment & Loan

To: HSBC Bank USA, National Association as Trustee, in trust for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2004-FM2

Affiant Signature: Kyandra Brown 01/10/17

Print Name: Kyandra Brown

Title: Contract Management Coordinator

Ocwen Loan Servicing, LLC, servicer for HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2004-FM2 Asset Backed Pass-Through Certificates

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and sworn before me Chastrie Eloi this
..... 10th day of Jan, 2017, by Kyandra Brown
as a Contract Management Coordinator of Ocwen Loan Servicing, LLC, who is personally known to me or who has
produced as identification.

..... C Eloi
Notary Public - State of Florida

My Commission Expires:

