

DOUGLAS COUNTY, NV

2018-923145

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FIRST AMERICAN MORTGAGE SOLUTIONS - TSG

KAREN ELLISON, RECORDER

APN 1420-28-402-008

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

TRUSTEE CORPS

3571 Red Rock St., Ste B

Las Vegas, NV 89103

TS No. NV05000181-16-1S

TO No. 8680543

Commonly known as: 1295 STEPHANIE WAY, MINDEN, NV 89423

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

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of December 8, 2012, executed by PAMELA RUSS, TRUSTEE OF THE PAMELA RUSS LIVING TRUST, DATED JULY 9, 2004, as Trustor, to secure obligations in favor of BANK OF AMERICA, N.A. as original Beneficiary, recorded December 24, 2012 as Instrument No. 0815102 in Book 1212, on Page 6495 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$379,880.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: Failed to pay payments which became due January 1, 2015 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has deposited with said duly appointed 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 payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

### NOTICE

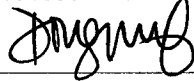
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal 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 Section 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.

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

Bayview Loan Servicing, LLC  
c/o TRUSTEE CORPS  
TS No: NV05000181-16-1S  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300  
TDD: 800-326-6868

Dated: November 28, 2018

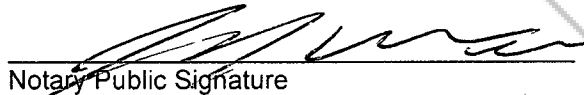
MTC Financial Inc. dba Trustee Corps, as Duly Appointed  
Successor Trustee



By: Douglas Nunez, Authorized Signatory

State of NEVADA  
County of CLARK

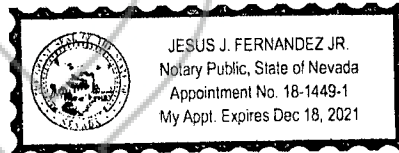
This instrument was acknowledged before me on November 28, 2018,  
2018, by DOUGLAS NUNEZ.



Notary Public Signature

Jesus J. Fernandez, Jr.

Printed Name



My Commission Expires. 12/18/2021

Trustee Corps may be acting as a debt collector attempting to collect a debt.  
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of  
bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or  
informational purposes only and does not constitute an attempt to collect a debt or to impose  
personal liability for such obligation. However, a secured party retains rights under its security  
instrument, including the right to foreclose its lien.

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

Property Owners:

PAMELA RUSS  
PAMELA RUSS, TRUSTEE OF THE PAMELA  
RUSS LIVING TRUST, DATED JULY 9, 2004

Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

1295 STEPHANIE WAY  
MINDEN, NV 89423

Deed of Trust Document:

0815102 Book 1212 Page 6495

Affiant, Leticia Sanchez, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which 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, which business records must meet the standards set forth in NRS 51.135:

1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps  
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: Bayview Loan Servicing, LLC  
Address: 4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146

Current Beneficiary: Bayview Loan Servicing, LLC  
Address: 4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146

Current servicer: Bayview Loan Servicing, LLC  
Address: 4425 Ponce de Leon Blvd., Mail Stop MS5/251, Coral Gables, FL 33146

2) The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the Trustee is in actual or constructive possession of the Note secured by the Deed of Trust or that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

3) 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 to the obligor or Borrower of the obligation or debt secured by the Deed of Trust a written statement of:

(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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, 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 the local or toll-free telephone number described in the paragraph below.

4) A 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 the Affidavit: Bayview Loan Servicing, LLC, (866) 709-3400.

5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

**Deed of Trust**

BANK OF AMERICA, N.A.  
Recorded: December 24, 2012  
Instrument: 0815102 Book 1212 Page 6495

**Assignment(s)**

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
Recorded: January 20, 2015  
Instrument: 2015-855852

BAYVIEW LOAN SERVICING, LLC  
Recorded: November 23, 2016  
Instrument: 2016-891173

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on August 28, 2018.

Bayview Loan Servicing, LLC

Signature

Leticia Sanchez

Name

Sr. Doc Coordinator

Title

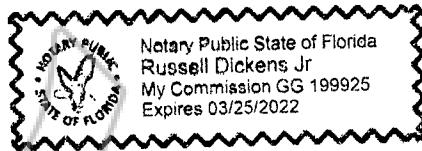
State of Florida  
County of Miami-Dade

Leticia Sanchez

, an employee of Bayview Loan Servicing, LLC,  
appeared before me this 28 day of August, 2018, and after being duly  
sworn, executed this Affidavit on its behalf.

Notary Public

Russell Dickens Jr.



**Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321**

Mortgage Servicer: Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

Borrower(s): PAMELA RUSS

Property Address: 1295 STEPHANIE WAY MINDEN, NV 89423

Loan No.: [REDACTED]

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 pursuant to Nevada Senate Bill 321 Section 11.2 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 initial contact was made.
2.  "The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5) (a) and NRS 107.510(5) (c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5) (b) were not attempted pursuant to the borrower's previously submitted request for cease communication. The due diligence efforts were satisfied on \_\_\_\_\_, 20\_\_\_\_."
3.  Despite the exercise of due diligence pursuant to Nevada Senate Bill 321 Section 11.4, the Mortgage servicer has been unable to contact the borrower 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.
4.  No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of NRS Chapter 107.
5.  The requirements of Nevada Senate Bill 321 do not apply due to the qualifications set forth in NRS Chapter 107:
  - a. \_\_\_\_\_ The loan is not secured by a first mortgage deed of trust that secures a loan or that encumbers real property.
  - b. \_\_\_\_\_ The real property is not occupied by the borrower(s).
  - c. \_\_\_\_\_ The secured property is exempt from due diligence, the borrower is deceased.
6.  The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or By delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or the trustee.

The undersigned certifies 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: 11/13/2018

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

By: Milena Betancourt  
Milena Betancourt

State Declaration Processor Loss Mitigation - QA