

DOUGLAS COUNTY, NV

2018-923716

Rec:\$285.00

\$285.00 Pgs=8

12/18/2018 11:32 AM

SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN : 1022-05-000-016

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.: NV1800284503  
VA/FHA/PMI No. 331-1269428-952  
TSG No. 180549363-NV-MSI

NEVADA

## 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:

**Nationstar Mortgage LLC d/b/a Champion Mortgage Company  
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 **06/08/2007** executed by:

**DIETER H. PEPKE AND DORIS I. PEPKE, HUSBAND AND WIFE AS JOINT TENANTS,**

as Trustor to secure certain obligations in favor of **SEATTLE MORTGAGE COMPANY** as Beneficiary, recorded **06/15/2007**, (as Instrument No.) **0703099**, (in Book) (Page) , 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: **1195 SLATE ROAD, WELLINGTON NV 89444**  
said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$442,500.00**

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 UNPAID PRINCIPAL BALANCE OF \$148,815.84 PLUS ACCRUED INTEREST AT 3.31% , PLUS ANY ADVANCES MADE BY THE BENEFICIARY BECAME ALL DUE AND PAYMENT PURSUANT TO PARAGRAPH 9a(j) IN THE DEED OF TRUST ON 7/27/2018. AS A RESULT, YOU ARE ALSO IN DEFAULT FOR ATTORNEYS' FEES AND OTHER EXPENSES AND COSTS OF COLLECTION; AND OTHER AMOUNTS COLLECTABLE UNDER THE NOTE AND DEED OF TRUST; AND TRUSTEES AND FORECLOSURE FEES AND EXPENSES. NOTHING IN THIS NOTICE OF DEFAULT SHOULD BE CONSTRUED AS A WAIVER OF ANY FEES OR OTHER AMOUNTS OWING TO THE BENEFICIARY 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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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: 12-17-18

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

By: *DeeAnn Gregory*  
(signature)  
DeeAnn Gregory, Senior Manager

Name: \_\_\_\_\_

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.**

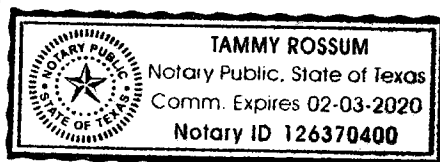
STATE OF TEXAS  
COUNTY OF DALLAS

Before me, Tammy Rossum on this day personally appeared DeeAnn Gregory  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that  
this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17 day of December, A.D., 2018

*Tammy Rossum* (Notary Seal)

SEE ATTACHED DECLARATIONS



# AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): DIETER H. PEPKE AND DORIS I. PEPKE, HUSBAND AND WIFE AS JOINT TENANTS		Trustee Name and Address: <b>First American Trustee Servicing Solutions, LLC</b> <b>4795 Regent Blvd, Mail Code 1011-F</b> <b>Irving, TX 75063</b>
Property Address: <b>1195 SLATE ROAD,</b> <b>WELLINGTON NV 89444</b>		Deed of Trust Document <u>Instrument No. 0703099</u>

STATE OF Texas )

COUNTY OF Denton ) ss:

The affiant, Jason Syre-White, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC DBA Champion Mortgage Company 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 Nationstar Mortgage LLC d/b/a Champion Mortgage Company'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:

<b>First American Trustee Servicing Solutions, LLC</b>	<b>4795 Regent Blvd, Mail Code 1011-F Irving, TX 75063</b>
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:

<b>Nationstar Mortgage LLC d/b/a Champion Mortgage Company</b>	<b>8950 Cypress Waters Blvd, Coppell, TX 75019</b>
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:

<b>Nationstar Mortgage LLC d/b/a Champion Mortgage Company</b>	<b>8950 Cypress Waters Blvd, Coppell, TX 75019</b>
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:

<b>Nationstar Mortgage LLC d/b/a Champion Mortgage Company</b>	<b>8950 Cypress Waters Blvd, Coppell, TX 75019</b>
Full Name	Street, City, State, Zip

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 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: (888) 480-2432.

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:

RECORDED: 01/14/2008 AS INSTRUMENT: 0716139  
FROM: SEATTLE MORTGAGE COMPANY  
TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

RECORDED: 11/27/2012 AS INSTRUMENT: 813390  
FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")  
TO: CHAMPION MORTGAGE COMPANY

Signed By: [Signature]

Dated: 12/12/18

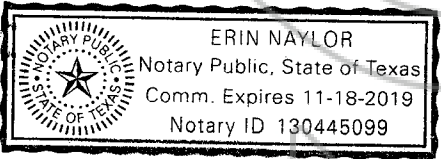
Print Name: Jason Syre-White

STATE OF Texas )

COUNTY OF Denton ) ss:

On this 12 day of December, 2018, personally appeared before me, a Notary Public, in and for said County and State, Jason Syre-White, 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



**DECLARATION OF MORTGAGE SERVICER  
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

Borrower(s): DORIS PEPKE  
DIETER H PEPKE  
Mortgage Servicer: CHAMPION MORTGAGE COMPANY  
Property Address: 1195 SLATE ROAD  
WELLINGTON, NV 89444

T.S. No.:

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

1.  The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS § 107 (SB 321/HOBR Sec.11(2)). 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 as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
  - a.  The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
  - b.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107 (SB 321/HOBR Sec. 3)
  - c.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS § 107 (SB 321/HOBR Sec. 7), OR, if the loan is a "residential mortgage loan", it is NOT the **most senior** "residential mortgage loan" encumbering the above-referenced property.
  - d.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1) were timely sent per statute.

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.

CHAMPION MORTGAGE COMPANY  
Mortgage Servicer

Dated: November 13, 2018

By: \_\_\_\_\_  
Name: Jason Syre-White  
Title: Assistant Secretary

11/13/18

NVGENDEC11