

DOUGLAS COUNTY, NV

2019-927507

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\$285.00 Pgs=8

04/05/2019 08:27 AM

WFG NATIONAL TITLE INSURANCE CO

KAREN ELLISON, RECORDER

APN 121903001054

RECORDING REQUESTED BY:

WFG National Title

WHEN RECORDED MAIL TO:

TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103

TS No. NV05000074-18-1

TO No. 18-239498

Commonly known as: 1310 OLD FOOTHILL ROAD, GARDNERVILLE, NV 89460

### **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 October 20, 1998, executed by ROBERT J NYE, AN UNMARRIED MAN, as Trustor, to secure obligations in favor of BANK OF AMERICA, FEDERAL SAVINGS BANK as original Beneficiary, recorded October 22, 1998 as Instrument No. 0452283 in Book 1098, on Page 4440 and re-recorded on June 18, 1999 as Instrument No. 0470532 in Book 0699, on Page 3783 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 \$156,000.00 (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 August 1, 2018 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**

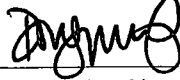
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal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

BANK OF AMERICA, N.A.  
c/o TRUSTEE CORPS  
TS No: NV05000074-18-1  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300  
TDD: 800-326-6868

Dated: April 4, 2019

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



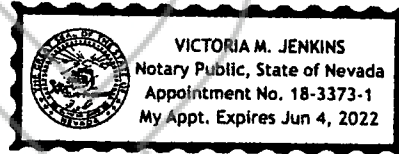
By: Douglas Nunez, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on April 4,  
2019, by DOUGLAS NUNEZ.

Victoria M. Jenkins  
Notary Public Signature

Victoria M. Jenkins  
Printed Name



My Commission Expires: June 04, 2022

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.

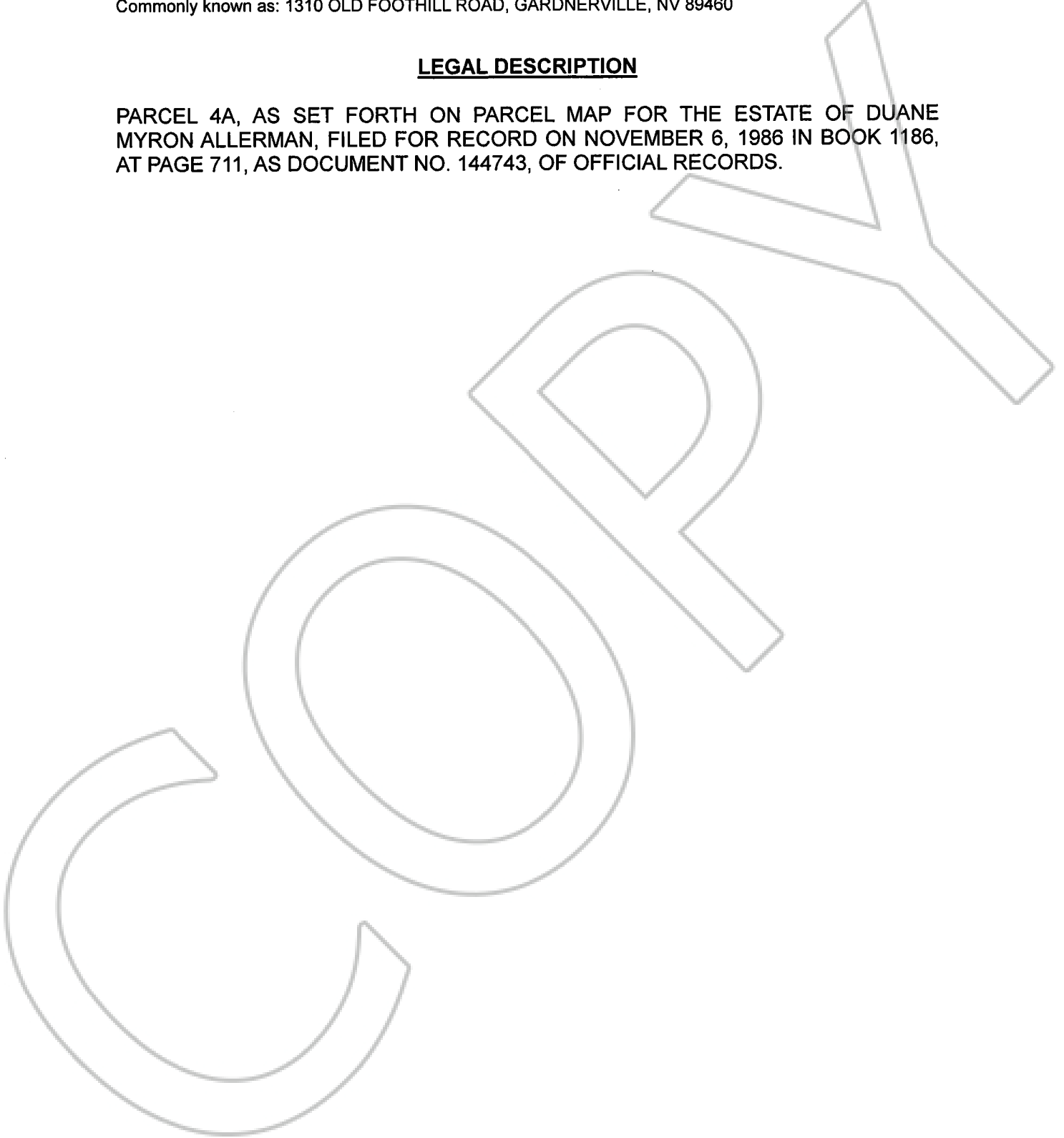
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TO No. 18-239498

**LEGAL DESCRIPTION**

PARCEL 4A, AS SET FORTH ON PARCEL MAP FOR THE ESTATE OF DUANE MYRON ALLERMAN, FILED FOR RECORD ON NOVEMBER 6, 1986 IN BOOK 1186, AT PAGE 711, AS DOCUMENT NO. 144743, OF OFFICIAL RECORDS.



{26817582;1}

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

Borrowers Identified in Deed of Trust:

ROBERT J NYE

Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

1310 OLD FOOTHILL ROAD  
GARDNERVILLE, NV 89460

Deed of Trust Document Instrument Number:

0452283 Book 1098 Page 4440  
Re-recorded 0470532 Re-recorded Book 0699  
Page 3783

STATE OF Texas )  
COUNTY OF Dallas )

ss:

The affiant, Regina Irving-Francois, being first duly sworn upon oath, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder; and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, 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 (1) business records kept in the regular course of business (2) information contained in the records of the county recorder; and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, and under penalty of perjury, to the following information, as required by Section 107.080(2)(c) of the Nevada Revised Statutes:

1. I have personal knowledge of Bank of America, N.A.'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 Bank of America, N.A. in the course of regularly conducted business activity; and it is the regular practice of Bank of America, N.A. to make such records. I have reviewed certain business records of Bank of America, N.A. concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Bank of America, N.A. as they have been kept by Bank of America, N.A. 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 solely on my review of those business records; information contained in the records of the county recorder; and the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada.

{26817582;1}

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

<u>MTC Financial Inc. dba Trustee Corps</u>	17100 Gillette Ave
Full Name	Irvine, CA 92614
	Street, City, State, Zip

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

<u>BANK OF AMERICA, N.A.</u>	7105 Corporate Drive
Full Name	Building C
	Plano, TX 75024
	Street, City, State, Zip

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

<u>BANK OF AMERICA, N.A.</u>	7105 Corporate Drive
Full Name	Building C
	Plano, TX 75024
	Street, City, State, Zip

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

<u>Bank of America, N.A.</u>	7105 Corporate Drive
Full Name	Building C
	Plano, TX 75024
	Street, City, State, Zip

3. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

N/A

4. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.

5. 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.

{26817582;1}

6. The beneficiary, its successor in interest or 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 of:

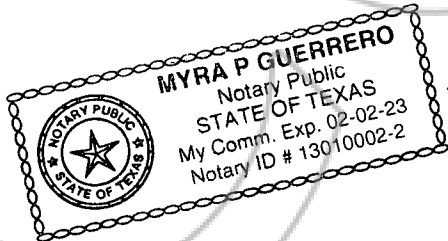
- a. The amount in default;
- b. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the Deed of Trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (7) below.

7. The obligor or borrower of the obligation or debt may call 1-866-467-8090 to receive the most current amounts due and a recitation of the information contained in this affidavit.

The following is the true and correct signature of the affiant:

*[Handwritten Signature]*      4-1-19  
 Signature  
Regina Irving-Francois  
 Print  
Assistant Vice President  
 Title  
April 1, 2019  
 Date

SWORN TO and subscribed before me this 1 day of April,  
 2019, by Regina Irving-Francois, as an Assistant Vice Principle of Bank of America, N.A. He/she ( ) is personally known to me or ( ) produced Texas Driver's License as identification.



*[Handwritten Signature]* 4/1/2019  
 Notary Public MYRA P GUERRERO

Robert J Nye

Account No.: [REDACTED]

Property Address:  
1310 Old Foothill Rd  
Gardnerville, NV 89460

### NEVADA DECLARATION

I, Monica Silva, Mtg Servicing Specialist Lead of Bank of America ("BANA"), declare the following under the laws of the State of Nevada:

1. That pursuant to Nevada Revised Statute § 107.560(5) of the Nevada Homeowner Bill of Rights ("HOBR"), BANA is exempt from liability under, and deemed to be in compliance with, Nevada Revised Statutes § 107.400 through § 107.560 inclusive of the HOBR as a signatory to the consent judgment referenced therein.
2. That despite being exempt under the HOBR, BANA has, in a spirit of compliance, nevertheless undertaken to attempt to contact the borrower in accordance with the HOBR as set out below.
3. That I have reviewed Bank of America, N.A.'s business records maintained in the ordinary course of business, and having personal knowledge of the contents of those records, hereby state that those business records reflect that BANA attempted to contact the borrower in accordance with the HOBR or determined as follows:

Bank of America, N.A. has,

1.  Contacted the borrower to assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, and to offer a subsequent meeting with bank representatives in accordance with NRS 107.510(2).
2.  Tried with due diligence to contact the borrower in order to assess their financial situation and to explore options for the borrower to avoid foreclosure in accordance with NRS 107.510(5), including by:
  - a. sending a letter via first class mail to the borrower(s) informing the borrower(s) of the right to discuss foreclosure alternatives, providing the telephone number for the United States Department of Housing and Urban Development ("HUD") and a toll-free telephone number providing access to a live BANA representative during business hours in compliance with NRS 107.510(5)(a);
  - b. posting a prominent link on its internet website homepage to the information required by NRS 107.510(5)(e);

- c. attempting to contact the borrower on three separate days at a different time each day as required by NRS 107.510(b);
- d. sending a letter via certified mail, return receipt requested as required under NRS 107.510(5)(c);


3.  determined that no contact was required pursuant to NRS § 107.510 because the loan was not a "residential mortgage loan" secured by a mortgage or deed of trust on owner-occupied housing (principal residence), as defined by NRS 107.450.

4.  determined that no contact was required pursuant to NRS § 107.510 because the mortgagor is not a "borrower" as defined by NRS 107.410. The mortgagor surrendered the secured property as evidenced by a letter confirming the surrender or delivered the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person.

5.  provided the borrower with each of the disclosures identified in NRS 107.500(1).

6.  determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the loan was not a "residential mortgage loan" or the mortgagor is not a "borrower" as defined by NRS 107.450 and NRS 107.410 respectively.

12/07/2018  
Date

  
Signature

MONICA SILVA  
Printed Name