

DOUGLAS COUNTY, NV

**2019-928561**

Rec:\$285.00

\$285.00 Pgs=9

05/02/2019 08:12 AM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 19-00006-DF-NV

Title Order No. : 61900006

APN: 1220-16-510-004

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**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 in 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 (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. 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).

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION** is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 11/02/2006, executed by Paul Kearney, and Stephanie Kearney, Husband and Wife, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns as beneficiary recorded 11/13/2006 as Instrument No. 0688486 BK-1106 PG-4350 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$224,000.00.

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 installments of principal and interest which became due on 03/01/2017 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

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 by 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 to 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 end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the 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 your creditor.

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:

Ditech Financial LLC  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

Contact the following number to discuss Loan Modification Options: 800-352-7751

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

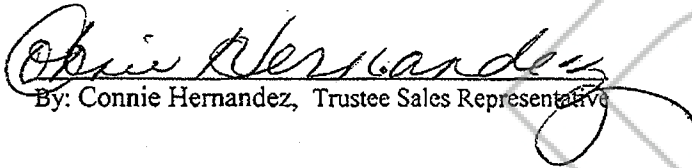
The Property Address: 963 Tillman Lane , Gardnerville NV 89460

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.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and 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.

Dated: May 01, 2019

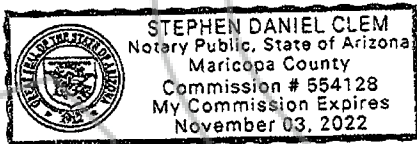
National Default Servicing Corporation, an Arizona Corporation, As Trustee for Ditech Financial LLC

  
By: Connie Hernandez, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On May 1, 2019, before me, the undersigned, a Notary Public for said State, personally appeared Connie Hernandez, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature Stephen Daniel Clem

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

## AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

Paul Kearney, and Stephanie Kearney,  
Husband and Wife

Trustee Name and Address:

National Default Servicing Corporation  
7720 N. 16th Street, Suite 300  
Phoenix AZ 85020

Property Address:

963 Tillman Lane  
Gardnerville, NV 89460

Deed of Trust Document:

{Instrument Book/Page}  
0688486 BK-1106 PG-4350

STATE OF ARIZONA     )  
                                  ) ss:  
COUNTY OF MARICOPA )

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

1. I am employed as Colin Claiborne as Document Execution Representative of Ditech Financial LLC f/k/a Green Tree Servicing LLC ("Ditech"). In this capacity I have personal knowledge of the facts and matters stated herein, and I am authorized to execute this Affidavit on behalf of Ditech 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. I am over the age of eighteen (18) years and am competent to testify to the matters stated in this affidavit. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

2. In the regular and ordinary course of business, it is Ditech'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 personal knowledge of Ditech'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 record, or from information transmitted by persons with personal knowledge; are kept by Ditech's in the course of regularly conducted business activity; and it is the regular practice of Ditech's to make such records. I have reviewed certain Business Records of Ditech's concerning the Deed of Trust and accompanying Note, all as reflected by the records maintained by Ditech as they have been kept by Ditech's 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.

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

Affidavit of Authority  
963 Tillman Lane  
Gardnerville, NV 89460

Full Name	Street, City, State, Zip
National Default Servicing Corporation	7720 N. 16th Street, Suite 300 Phoenix, Arizona 85020

4. The full name and business address of the entity currently entitled to enforce the note secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Ditech Financial LLC	Ditech Financial LLC 3000 Bayport Drive, Suite 880 Tampa, FL 33607

5. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Ditech Financial LLC	Ditech Financial LLC 3000 Bayport Drive, Suite 880 Tampa, FL 33607

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

Full Name	Street, City, State, Zip
Ditech Financial LLC	3000 Bayport Drive, Suite 880 Tampa, FL 33607

7. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has actual or constructive possession of, or is otherwise entitled to enforce, the note secured by the Deed of Trust, or the Beneficiary, its successor in interest, or the trustee is entitled to enforce the debt secured by the Deed of Trust.

8. The Beneficiary, its successor-in-interest, the trustee, the servicer of the debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the borrower(s) of the debt secured by the Deed of Trust a written statement of:

- a. 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 debt existing before the deficiency in performance or payment, as of the date of the statement;
- b. The amount in default;
- c. The principal amount of the debt secured by the Deed of Trust;
- d. The amount of accrued interest and late charges;
- e. A good faith estimate of all fees imposed in connection with the power of sale; and
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that the borrower(s) of the debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit.

9. The borrower(s) 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: (800) 643-0202.

10. 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 independently, or (a) by a review of the Business Records of the Beneficiary, the successor in interest of the Beneficiary or the servicer of the debt secured by the Deed of Trust, (b) by a review of information contained in the records of the recorder of the county in which the property is located, or (c) by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada:

<u>11/13/2006</u> Date	<u>0688486 BK-1106 PG-4350</u> Recordation Number	<u>Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns</u> Name of Beneficiary
<u>11/12/2013</u> Date	<u>833659 BK-1113 PG-2200</u> Recordation Number	<u>Green Tree Servicing LLC, a Delaware Limited Liability Company</u> Name of Assignee

11. The Beneficiary, its successor in interest or the servicer of the debt secured by the Deed of Trust has instructed the trustee to exercise the power of sale with respect to the property.

12. Following is the true and correct signature of the affiant:

Ditech Financial LLC f/k/a Green Tree Servicing LLC



Date: 1-29-19

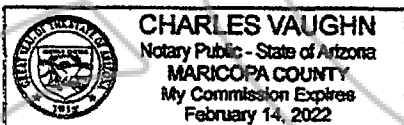
Name: Colin Claiborne

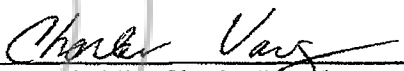
Title: Document Execution Representative

STATE OF ARIZONA )

COUNTY OF MARICOPA )

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 29<sup>th</sup> day of January, 2019, by Colin Claiborne, as Document Execution Representative for Ditech Financial LLC fka Green Tree Servicing LLC. Said person is personally known to me.



  
Notary Public: Charles Vaughn  
My Commission Expires: 02/14/2022

(NRS 107.510(6))

Borrower(s): Stephanie Kearney  
Paul Kearney

Mortgage Servicer: Ditech Financial LLC fka Green Tree Servicing LLC

Property Address: 963 Tillman Lane  
Gardnerville, NV 89460

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

- The mortgage servicer has contacted the Borrower(s) to assess the Borrower(s)' financial situation, explore options for the Borrower(s) to avoid foreclosure, advise the Borrower(s) that s/he or they has/have the right to request a subsequent meeting and to provide the toll free HUD number to the borrower to find a local housing counselor. Thirty (30) days or more have passed since the initial contact was made.
- Despite the exercise of the statutorily-required due diligence, the mortgage servicer has been unable to contact the Borrower(s) to assess the Borrower(s)' financial situation, explore options for the Borrower(s) to avoid foreclosure, advise the Borrower(s) that s/he or they has/have the right to request a subsequent meeting and to provide the toll free HUD number to the borrower to find a local housing counselor. Thirty (30) days or more have passed since these due diligence efforts were satisfied.
- No contact was required by the mortgage servicer because:
  - The requirements of NRS 107.510 do not apply as the individual(s) do/did not meet the definition of "borrower" because the individual(s):
    - is/are not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan; or
    - has/have surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person; or
    - has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure or trustee's sale.
  - The requirements of NRS 107.510 do not apply as the because the above-referenced loan did not meet the definition of "residential mortgage loan" (as defined in NRS 107.450).
  - The requirements of NRS 107.510 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.



Declaration of Compliance  
T.S. No. 19-00006-DF-NV

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the Notice of Default to be recorded as all required pre-foreclosures notices were timely sent per statute.

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Ditech Financial LLC fka Green Tree Servicing LLC

 Date: 3/4/19

Name: Araceli Vazquez Jimenez  
Title: Document Execution Representative

Declaration of Mortgage Servicer - 19-00006-DF-NV19-00006-DF-NV, 19-00006-DF-NV 89460

DEC- 963 TILLMAN LN GARDNERVILLE Nevada 89460