

APN: 1320-29-118-013

WHEN RECORDED MAIL TO:

Clear Recon Corp
4375 Jutland Drive, Suite 200
San Diego, CA 92177-0935
Phone: (866) 931-0036

TS No.: 077546-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

NOTICE OF BREACH AND DEFAULT AND OF ELECTION OR CAUSE TO BE SOLD REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP is the duly appointed Trustee under a Deed of Trust dated 2/1/1994, executed by ALLAN R. THOMAS, AN UNMARRIED MAN, as trustor in favor of the beneficiary thereunder, recorded 2/1/1994, as Instrument No. 329091 in Book 0294 Page 0121, of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

One Note for the Original sum of \$110,800.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; 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 3/1/2018 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, Rushmore Loan Management Services, LLC, the present Beneficiary under such deed of Trust has executed and delivered to said 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.

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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, 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.

T.S. No.: 077546-NV

Property Address as identified in the Deed of Trust is: 1763 BLUE SPRUCE COURT
MINDEN, NV 89423
AKA
1763 BLUE SPRUCE
TOWN OF MINDEN, NV 89423

HUD Approved local counseling agency: Housing for Nevada, (702) 270-0300
To determine if reinstatement is possible and the amount, if any, to cure the default,
contact:

Rushmore Loan Management Services, LLC
15480 Laguna Canyon Road, Suite 100
Irvine, CA 92618
Phone: 1-888-504-7300

Loan Modification contact information: Rushmore Loan Management Services, LLC, Loss
Mitigation Dept. 1-888-504-7300

For Foreclosure status, contact:
Clear Recon Corp
4375 Jutland Drive
San Diego, California 92117
Phone: (866) 931-0036

Dated: 5/23/2019

By: Sheila Domilos
SHELLA DOMILOS
Authorized Signatory for Trustee

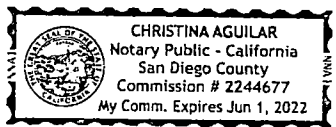
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego } ss.

On MAY 23 2019 before me Christina Aguilar Notary Public, personally
appeared SHELLA DOMILOS 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. I certify
under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature Christina Aguilar (Seal)



NRS 107.080 Compliance Affidavit

APN: 1320-29-118-013

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
ALLAN R. THOMAS

Trustee's Name and Current Address:
Clear Recon Corp
4375 Jutland Drive, Suite 200,
San Diego, CA, 92117

Property Address:
1763 BLUE SPRUCE COURT
MINDEN, NV 89423
AKA 1763 BLUE SPRUCE
TOWN OF MINDEN, NV 89423

Deed of Trust Document Instrument:
Recorded on 2/1/1994, as Instrument No.
329091, in Book 0294, Page 0121

STATE OF TEXAS)
)
COUNTY OF DALLAS)

ss:

The affiant, Diana L. Shaner, being first duly sworn upon oath, based on direct, personal knowledge, which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the servicer of the obligation or debt secured by the deed of trust, 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, and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c):

1. I have personal knowledge of Rushmore Loan Management Services, LLC (hereinafter "Current Servicer") 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 Current Servicer in the course of regularly conducted business activity; and it is the regular practice of Current Servicer to make such records. I have reviewed certain business records of Current Servicer concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Current Servicer as they have been kept by Current Servicer 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, which meet the standards set forth in NRS 51.135.

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

CLEAR RECON CORP

4375 Jutland Drive, Suite 200,
San Diego, CA, 92117

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

Rushmore Loan Management Services LLC

15480 Laguna Canyon Road, Suite 100
Irvine, CA 92618

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

Rushmore Loan Management Services, LLC

15480 Laguna Canyon Road, Suite 100
Irvine, CA 92618

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

Rushmore Loan Management Services, LLC

15480 Laguna Canyon Road, Suite 100
Irvine, CA 92618

3. 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 or the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
4. 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 the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:
- 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;
 - The amount in default;
 - The principal amount of the obligation or debt secured by the deed of trust;
 - The amount of accrued interest and late charges;
 - A good faith estimate of all fees imposed;
 - Contact information for obtaining the most current amounts due and the 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 this affidavit.
5. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 1-888-504-7300.
6. 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 by (1) 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 meet the standards set forth in NRS

51.135), (2) by information contained in the records of the recorder of the county in which the property is located, (3) was obtained by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS, or (4) is possessed directly:

Assign From:	Assign To:	Recorded On Date:	Instrument Number:
COMSTOCK BANK	NORWEST MORTGAGE, INC...A MN CORPORATION	2/25/1994	BK 0294 PG 4602 INSTR NO. 330968
NORWEST MORTGAGE, INC.	CHEVY CHASE BANK, FSB	4/19/1996	BK 0496 PG 3541 INSTR NO. 385800
CAPITAL ONE, N.A. AS SUCCESSOR BY MERGER WITH CHEVY CHASE BANK, FSB	RUSHMORE LOAN MANAGEMENT SERVICES, LLC	9/13/2018	2018-919568

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

Dated this 2nd day of May, 2019.

Affiant Name: RUSHMORE LOAN MANAGEMENT SERVICES LLC

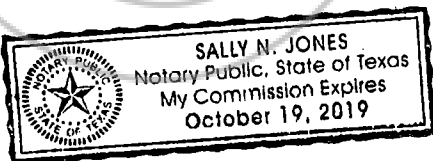
Signed By: *Diana L. Shaner*

Print Name: Diana L. Shaner
Assistant Secretary

STATE OF Texas)
COUNTY OF Dallas) ss:

On this 2nd day of May, 2019, personally appeared before me, a Notary Public, in and for said County and State, Diana L. Shaner, 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.

Sally N. Jones
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



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

Borrower(s): ESTATE
OF ALLAN R
THOMAS,

Mortgage Servicer: **Rushmore Loan Management Services LLC**
Property
Address: 1763 BLUE
SPRUCE COURT
MINDEN NV 89423
Trustee Sale No.:

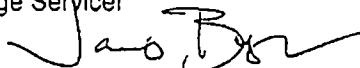
The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

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.

Rushmore Loan Management Services, LLP
Mortgage Servicer

Dated: DEC 06 2018

By: 
Name (Print): JAMES BYERS
Title (Print): AVP Loss Mitigation

COPY