

A. P. No. 1319-19-113-012  
Foreclosure No. 18002

When recorded mail to:  
Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

*Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.*

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

TO WHOM IT MAY CONCERN:

WHEREAS, on July 9, 2007, ELIZABETH C. MOSES, an unmarried woman, executed as Trustor a Deed of Trust with Assignment of Rents, wherein STEWART TITLE OF NEVADA HOLDINGS INC., a Nevada corporation, is Trustee for WINFIELD MOSES, JR., Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on July 9, 2007, which said Deed of Trust with Assignment of Rents was recorded August 15, 2007, in Book 807, on Page 4622, as Document No. 0707577, Official Records, Douglas County, Nevada; and

WHEREAS, there have been no endorsements to the Note or Assignments of the beneficial interest of the Deed of Trust with Assignment of Rents; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust with Assignment of Rents; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust with Assignment of Rents, in the place and stead of STEWART TITLE OF NEVADA HOLDINGS INC., a Nevada corporation by document recorded concurrently herewith; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., dba ALLIED TRUSTEE SERVICES, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust with Assignment of Rents pursuant to the instruction of the undersigned; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the balance of principal and interest due on August 15, 2017, and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property commonly known as 131 Aspen Way, Stateline, Nevada 89449, and described in said Deed of Trust with Assignment of Rents to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Foreclosure Office of Allied Foreclosure Services, 1000 Caughlin Crossing, #30, Reno, Nevada 89519, Telephone No. (775) 851-0881, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

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**AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE  
(NRS 107.080 Compliance Affidavit)**

Property Owners:  
ELIZABETH C. MOSES

Trustee Address:  
Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

Property Address:  
131 Aspen Way  
Stateline, Nevada 89449

Deed of Trust with  
Assignment of Rents  
Document Instrument Number:  
0707577 (Douglas County)

STATE OF N. Carolina )  
COUNTY OF Beaufort )

ss:

The undersigned affiant, being first duly sworn upon oath, based on direct personal knowledge, or the personal knowledge which the 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, and under penalty of perjury does hereby attest as follows:

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

Allied Foreclosure Services  
1000 Caughlin Crossing, #30  
Reno, NV 89519

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

Winfield Moses, Jr.

Winfield Moses Jr  
130 Magnolia Tree Dr. N Carolina, 28715

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

Winfield Moses, Jr.

Winfield Moses Jr  
130 Magnolia Tree Dr., Candler, N. Carolina, 28715

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

Direct Collect  
\_\_\_\_\_  
\_\_\_\_\_

2. The beneficiary under the Deed of Trust with Assignment of Rents, 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 the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust with Assignment of Rents.
3. The Beneficiary, its successor in interest, the servicer of the obligation or debt secured by deed of trust, 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 with Assignment of Rents a written statement of:

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale which is hereby incorporated herein by this reference.

DATED: October 15, 2019.

BENEFICIARY:

Winfield Moses, Jr.  
Winfield Moses, Jr.

STATE OF North Carolina,  
COUNTY OF Buncombe } ss.

This instrument was acknowledged before me on October 15, 2019, by WINFIELD MOSES, JR.

Cathy Hudson

Notary Public



Cathy Hudson  
Notary Public  
Buncombe County, North Carolina  
My Commission Expires Sept. 12, 2023

- (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 subparagraph (4).

4. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to received the most current amounts due and a recitation of the information contained in this affidavit is: 1-888-738-1031

5. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust which information is based on the knowledge or information as described in NRS 107.080(2)(c)(5)(I-IV), is provided as follows:

There are no assignments of record.

6. The affiant acknowledges that they understand that recording a false affidavit that they know or have reason to know if forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felony in the State of Nevada, under NRS 205.395.

Dated this 15 day of October, 2019.

Affiant Name: WINFIELD MOSES, JR.

Signed By: Winfield Moses, Jr.

Print Name: WINFIELD MOSES, JR.

STATE OF North Carolina


COUNTY OF Buncombe

SS:

On this 15 day of October, 2019,  
personally appeared before me, a Notary Public, in  
and for said County and State, WINFIELD MOSES, JR.,  
known to me to be the person described in and who  
executed the foregoing instrument in the capacity set  
forth therein, who acknowledged to me that he  
executed the same freely and voluntarily and for the  
uses and purposes therein mentioned.

*Cathy Hudson*

NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE



Cathy Hudson  
Notary Public  
Buncombe County, North Carolina  
My Commission Expires Sept. 12, 2023