

DOUGLAS COUNTY, NV **2020-940926**
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\$290.00 Pgs=9 01/15/2020 01:41 PM
SERVICELINK TITLE AGENCY INC.
KAREN ELLISON, RECORDER

APN(s): 1220-16-210-165
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

TS No.: NV-19-875488-NJ
Order No.: 191264474-NV-VOI
Property Address: 1240 MONARCH LANE, GARDNERVILLE, NV 89460

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **1/25/2017**, executed by **MARJA H. HARDEY, AN UNMARRIED WOMAN**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR LOANDEPOT.COM, LLC., ITS SUCCESSORS AND ASSIGNS**, as beneficiary, recorded **2/3/2017**, as **Instrument No. 2017-894215**, and modified as per Modification Agreement recorded **6/10/2019** as **Instrument No. 2019-930112** of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$415,567.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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 7/1/2019, 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's fees, 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. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust 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.

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Notice of Default

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

**LOANDEPOT.COM, LLC
c/o Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711**

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

**Cenlar FSB
Contact: Scott Richman
Department: Loss Mitigation Department
Phone: 609-883-3900 Ext. 3218**

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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Notice of Default

Dated: 1/14/2020

Quality Loan Service Corporation, as Trustee

By: Maria Cecilia De Jesus, Assistant Secretary

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

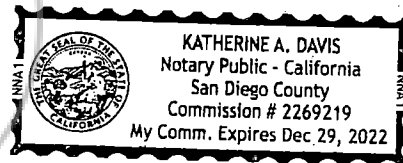
On JAN 14 2020 before me, Katherine A. Davis a notary public, personally appeared Maria Cecilia De Jesus, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(Seal)

Signature

Katherine A. Davis

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owner(s)/Borrower(s):
MARJA H. HARDEY

Trustee Address:
Quality Loan Service Corp.
2763 Camino Del Rio South
San Diego, CA 92108

Property Address:
1240 MONARCH LANE
GARDNERVILLE, NV 89460

Deed of Trust Document:
Instrument No. 2017-894215
Loan Modification Document:
Instrument No. 2019-930112

STATE OF New Jersey)

COUNTY OF Mercer)

ss:

COMES NOW, Teresa Burke, who being duly sworn,
deposes and says:

1. I am authorized to execute this affidavit on behalf of LOANDEPOT.COM, LLC. The statements made in this affidavit are based on my personal knowledge of the business records, which I 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 subservicer of the obligation or debt secured by the deed of trust, and under penalty of perjury. The Deed of Trust was recorded as Instrument No. 2017-894215, County of DOUGLAS, Nevada (the "Deed of Trust").

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.0805 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 my capacity as a Vice President Document Execution, I have personal knowledge of the business records of LOANDEPOT.COM, LLC'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 of the business records; are kept in the course of regularly conducted business activity. I have reviewed certain business records of LOANDEPOT.COM, LLC concerning the Loan, Note and Deed of Trust, referenced below. It was the regular practice of that business activity to make or maintain such records at or near the time of the act, transaction, occurrence or event, or within a reasonable time thereafter by, or from information

transmitted by, persons with knowledge. The information in this affidavit is based on those business records.

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

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	2763 Camino Del Rio South San Diego, CA 92108

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

Full Name	Street, City, State, Zip
LOANDEPOT.COM, LLC	425 Phillips Blvd Ewing, NJ 08618

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

Full Name	Street, City, State, Zip
LOANDEPOT.COM, LLC	425 Phillips Blvd Ewing, NJ 08618

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

Full Name	Street, City, State, Zip
LOANDEPOT.COM, LLC	425 Phillips Blvd Ewing, NJ 08618

8. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, 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.

9. The beneficiary, its successor in interest or the subservicer 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.

10. The beneficiary, its successor in interest, the subservicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities has sent the obligor or borrower of the obligation or 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 obligation or 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 obligation or 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 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.

11. A 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 the affidavit is (877) 909-9416.

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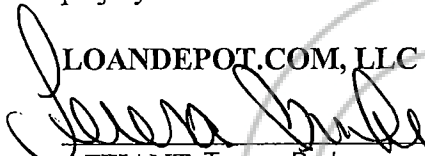
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12. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the business records of the affiant, which was acquired independently by the affiant or by (a) a review of the business records of the beneficiary, the successor in interest of the beneficiary or the subservicer of the obligation or debt secured by the Deed of Trust (which meets the standards set forth in NRS 51.135), (b) a review of information contained in the records of the recorder of the county in which the property is located, or (c) 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:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
11/19/2018	2018-922407	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR LOANDEPOT.COM, LLC., ITS SUCCESSORS AND ASSIGNS	LOANDEPOT.COM, LLC.

Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

LOANDEPOT.COM, LLC


 AFFIANT Teresa Burke
 Vice President Document Execution

Dated: 12/19/19

STATE OF New Jersey)

) ss:

COUNTY OF Mercer)

Subscribed and sworn before me this day 19 of Dec, 20 19, by
Teresa Burke

Notary Signature: 

Printed Name: Cara A. Stears

Notary in and for the State of NJ

County of: Mercer

CARA A. STEARS
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires October 5, 2022
 ID# 50069468

November 20, 2019

Marja H Hardey
1240 Monarch Lane
Gardnerville NV 89460

Property Address: 1240 Monarch Lane
Gardnerville NV 89460

DECLARATION

The undersigned beneficiary or their authorized agent for the beneficiary hereby represents and declares as follows:

1. ___ On _____ the beneficiary or their authorized agent contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure. During this contact the borrower(s) was advised he or she has the right to schedule a follow-up meeting to occur within 14 days. Further, the borrower(s) was provided the toll-free telephone number to find a HUD-certified housing counseling agency.
2. No contact was made with the borrower despite the due diligence of beneficiary or their authorized agent pursuant to NRS 107.510(5), including (a) Mailing a first-class letter to the borrower(s) which included a toll free number to contact a HUD-certified housing counseling agency; (b) Attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days, or determining that the primary and secondary phone numbers on file were disconnected; and (c) Having received no response from the borrower(s) for 14 days after the telephone contact efforts were complete, an additional letter was sent to the borrower(s) via certified mail, with return receipt requested.
3. ___ The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, their authorized agent or the trustee.

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Loan Number:

4. ___ The beneficiary or their authorized agent has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit; there is no order on the court's docket closing or dismissing the bankruptcy case.
5. ___ The provisions of NRS 107.510 do not apply because

The undersigned instructs the trustee to proceed with non-judicial foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration describing the attempts to contact the borrower required pursuant to NRS 107.510.

Dated: 11-25-19

By:

Donya Williams

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Donya Williams
Default Compliance Administrator
Default Compliance