

DOUGLAS COUNTY, NV **2020-941512**
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\$290.00 Pgs=7 01/29/2020 03:26 PM
SERVICELINK TITLE AGENCY INC.
KAREN ELLISON, RECORDER

APN 1220-04-515-008

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

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

TS No. NV07000133-19-1

TO No. 191279888-NV-VOI

Commonly known as: 1372 ANTARES AVE, GARDNERVILLE, NV 89410-5345

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. 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: **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 August 23, 2016, executed by MICHAEL SHAVER AN UNMARRIED MAN, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATIONSYSTEMS, INC., as Beneficiary, as nominee for PRIMELENDING, A PLAINSCAPITAL COMPANY as original Beneficiary, recorded August 24, 2016 as Instrument No. 2016-886526 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 \$229,761.00 (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, 2019 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

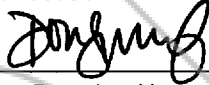
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal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

PrimeLending, A PlainsCapital Company
c/o TRUSTEE CORPS
TS No: NV07000133-19-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: January 28, 2020

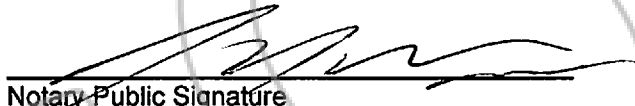
MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee



By: Douglas Nunez, Authorized Signatory

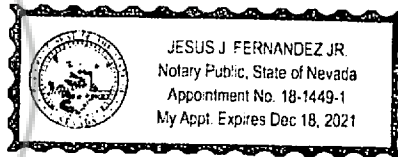
State of NEVADA
County of CLARK

This instrument was acknowledged before me on January 28,
2020, by DOUGLAS NUNEZ.



Notary Public Signature

Jesus J. Fernandez, Jr.
Printed Name



My Commission Expires: 12/18/2021

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.

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

Property Owners:

MICHAEL SHAVER

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

1372 ANTARES AVE
GARDNERVILLE, NV 89410-5345

Deed of Trust Document:

2016-886526

Affiant, Wilma Myiow, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which 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, which business records must meet the standards set forth in NRS 51.135:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: PrimeLending, A PlainsCapital Company
Address: 425 Phillips Blvd, Ewing, NJ 08618

Current Beneficiary: PrimeLending, A PlainsCapital Company
Address: 425 Phillips Blvd, Ewing, NJ 08618

Current servicer: Cenlar FSB
Address: 425 Phillips Blvd, Ewing, NJ 08618

- 2) The Beneficiary under the Deed of Trust, 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 that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

- 3) 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 to the obligor or Borrower of the obligation or debt secured by the Deed of Trust a written statement of:
- (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 the paragraph below.
- 4) 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: (800) 201-1622.

5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

Deed of Trust

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for PRIMELENDING, A PLAINSCAPITAL COMPANY
Recorded: August 24, 2016
Instrument: 2016-886526

Assignment(s)

PRIMELENDING, A PLAINSCAPITAL COMPANY, ITS SUCCESSORS AND ASSIGNS
Recorded: August 17, 2017
Instrument: 2017-902826

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on January 17, 2020.

Signature

Wilma Myiow
Name

Vice President Document Execution
Title

State of New Jersey

County of Mercer

Wilma Myiow, the V.P. Doc Execution for/of PrimeLending, A PlainsCapital Company, appeared before me, this 17 day of January, 2020, and after being duly sworn, executed this Affidavit on its behalf.

Carla A Steahs
Notary Public

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

December 05, 2019

Michael Shaver
1372 Antares Ave
Gardnerville NV 89410-5345

Property Address: 1372 Antares Ave
Gardnerville NV 89410-5345

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: 12-9-19

By: Donya Williams

XC180 045 PMA DN

Donya Williams
Default Compliance Administrator
Default Compliance