

DOUGLAS COUNTY, NV

2020-942676

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02/24/2020 03:28 PM

MORTGAGE CONNECT - TSG

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:
Mortgage Connect
2850 S RED HILL AVENUE SUITE 220
SANTA ANA, CA 92705

WHEN RECORDED MAIL TO:
Affinia Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 1420-33-810-050 TS No.: 9948-5841 TSG ORDER No.: 503260177

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 ELECTION TO CAUSE SALE
OF REAL PROPERTY UNDER DEED OF TRUST**

PROPERTY ADDRESS: 1379 JUDY STREET, MINDEN, NV 89423

NOTICE IS HEREBY GIVEN THAT: Affinia Default Services, LLC is the duly appointed substituted trustee under a Deed of Trust dated 11/26/2007, executed by MICHAEL J SMITH SR & DEBRA SMITH, HUSBAND & WIFE, as Trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR FIRST HORIZON HOME LOANS, ITS SUCCESSORS AND ASSIGNS., recorded on 11/30/2007 as Document No.: 714036, of Official Records in the Office of the County Recorder of Douglas County, Nevada securing, among other obligations: One note(s) for the original sum of \$255,000.00 that the beneficial interest under such Deed of Trust and the obligations secured hereby 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:

Installment of Principal and Interest which became due on 07/01/2019, plus impounds and/or advances together with late charges, and all subsequent installments of principal, interest, plus impounds and/or advances and late charges and any reoccurring obligation that become due, including trustee's fees and expenses.

That by reason therefore the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a substitution 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. As to owner occupied property, where reinstatement is possible, the time to reinstate must 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 reinstatement is possible and the amount, if any, to cure the default, please contact:

Affinia Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
833-290-7452

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

Nationstar Mortgage LLC d/b/a Mr. Cooper
Department: Loss Mitigation Department
Phone: 1-888-480-2432

Attached hereto 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 names and addresses of the local HUD approved counseling agency by calling HUD's toll-free telephone number: 800-569-4287. Additional information may be found on HUD's website: <https://www.hud.gov/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.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Please be advised Affinia Default Services, LLC is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of the debt referenced herein in a bankruptcy proceeding, this is not an attempt to impose personal liability upon you for payment of that debt. In the event you have received a bankruptcy discharge, any action to enforce the debt will be taken against the property only.

Dated: February 19, 2020

Affinia Default Services, LLC

BY: 

Samantha Snyder

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.

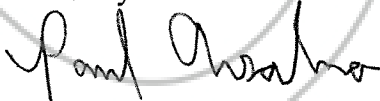
State of California
County of Los Angeles

Paul Ansalmo

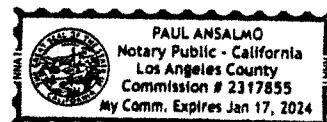
On 2/19/2020 before me, _____ Notary Public, personally appeared, Samantha Snyder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.



Notary Public



**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): MICHAEL SMITH DEBRA SMITH
Property Address: 1379 JUDY ST MINDEN NV 89423
Trustee Sale Number:

I am employed as a Document Execution Associate by Nationstar Mortgage LLC ("Nationstar"), the servicer for the mortgage loan.

I personally reviewed the business records of Nationstar and determined that:

- Nationstar contacted the borrower(s) as required by SB 321 (2013) Sec. 11(2).
- Nationstar attempted to contact the borrower(s) as required by SB 321 (2013) Sec.11(5).
- The requirements of SB 321 (2013) Sec. 11 do not apply because the individual(s) is not a Borrower and no contact was required.

I declare that the foregoing statement is true to the best of my knowledge and belief.

As all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded and to exercise the power of sale.

Nationstar Mortgage LLC DBA Mr. Cooper

Dated: 1/09/2020

Andre Dickson 1/09/2020
Signature of Employee

Andre Dickson - Document Execution Associate
Printed Name of Employee

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

Borrowers Identified in Deed of Trust:
MICHAEL J SMITH SR & DEBRA SMITH,
HUSBAND & WIFE

Trustee Address:
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802

Property Address:
1379 JUDY STREET , MINDEN, NV 89423

Deed of Trust Document Instrument No:
Document No.: 714036

STATE OF TEXAS)
) ss:
COUNTY OF DENTON)

The affiant, Talya Harris, a(n) Document Execution Associate of Nationstar Mortgage LLC d/b/a Mr. Cooper (**Nationstar**) being first duly sworn upon oath and under penalty of perjury, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder, and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, as required by Section 107.080(2)(c) of the Nevada Revised Statutes, attests that:

1. I am an authorized representative of the beneficiary, trustee, or servicer of the deed of trust described in the notice of default and election to sell.

2. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's business records, and the information in this affidavit is taken from Nationstar's business records. I have personal knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c) created by Nationstar as regular practice.

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

Affinia Default Services, LLC	301 E. Ocean Blvd. Suite 1720 Long Beach, CA 90802
Full Name	Street, City, State, Zip

4. The full name and business address of the current holder of the note secured by the deed of trust is:

Nationstar Mortgage LLC d/b/a Mr. Cooper	8950 Cypress Waters Blvd. Coppell, TX 75019
Full Name	Street, City, State, Zip

5. The full name and business address of the current beneficiary of record of the deed of trust is:

Nationstar Mortgage LLC d/b/a Mr. Cooper	8950 Cypress Waters Blvd. Coppell, TX 75019
Full Name	Street, City, State, Zip

6. The full name and business address of the current servicer of the obligation or debt secured by the deed of trust is:

Nationstar Mortgage LLC d/b/a Mr. Cooper	8950 Cypress Waters Blvd. Coppell, TX 75019
Full Name	Street, City, State, Zip

7. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

Recorded Date or Dated Date	Recording Number	Name of Assignee
01/28/2020	Document No.: 2020-941450	NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

8. The beneficiary, successor in interest of the beneficiary, or trustee of the deed of trust (a) has actual or constructive possession of the note secured by the deed of trust; or (b) is entitled to enforce the obligation or debt secured by the deed of trust.

9. 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.

10. The beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or

debt secured by the deed of trust, 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 containing the following information:

- a. The amount in default;
- b. 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;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the deed of trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (11) below.

11. The borrower or obligor may utilize the following toll-free or local telephone number to obtain the most current amounts due and receive a recitation of the information contained in this Affidavit: (888)-480-2432.

The following is the true and correct signature of the affiant:

Talya Harris

Printed Name: Talya Harris
Title: Document Execution Associate
Date: 02/11/2020

Sworn to and subscribed before me on the 11 day of February, 2020 by
Talya Harris

[Signature]

Signature of Notary Public

(NOTARY SEAL)

