

WHEN RECORDED MAIL TO:

Total Lender Solutions, Inc.
10505 Sorrento Valley Road, Suite 125
San Diego, CA 92121

APN: 1220-04-515-016

TS No.: 201217338

Loan No.: 1366 Elges

The undersigned hereby affirms that there is no Social Security number contained in this document.

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: Total Lender Solutions, Inc. is the duly appointed Trustee under a Deed of Trust dated 9/20/1999, executed by **Albert Ives, an unmarried woman**, as trustor in favor of **RUSSELL L. MCFADDEN AND PHYLLIS MCFADDEN, co-trustees of the MCFADDEN TRUST DATED FEBRUARY 23, 1996**, recorded 9/28/1999, under instrument no. **0477596**, in book **0999**, page **5284**, 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 **\$90,000.00**, 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:

The balance of principal and interest which became due on 10/25/2012, along with late charges, foreclosure fees and costs any legal fees or advances that have become due, plus any other obligations, including taxes, insurance payments, and any payments due senior liens or leaseholds which obligations are secured by the deed of trust which is in default plus impounds and/or advances and late charges that become payable.

That by reason thereof 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, and (a) this is an owner-occupied property, if the default is not cured 5 days or more before the date of sale, then the right of reinstatement will terminate and the property may thereafter be sold, or (b) this is not an owner-occupied property, if the default is

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not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, then 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.

Property Address: **1366 Elges Avenue
Gardnerville, NV 89410**

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Sierra Crest Business Law Group
691 Sierra Rose Drive, Suite B
Reno, NV 89511
775-448-6070

Dated:12/22/2020

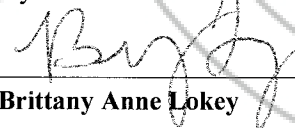
Total Lender Solutions, Inc.

By: 
Max Newman, Trustee Sale Officer

State of CA }ss
County of San Diego}

On 12/22/2020 before me, **Brittany Anne Lokey** Notary Public, personally appeared **Max Newman** personally known to me (or 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.

WITNESS my hand and official seal.

Signature  (Seal)
Brittany Anne Lokey



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

<i>Borrowers/Trustors:</i> Alberta Ives, an unmarried woman	<i>Trustee Name and Address:</i> Total Lender Solutions, Inc. 10505 Sorrento Valley Rd Suite 125 San Diego, CA 92121
<i>Property Address:</i> 1366 Elges Avenue Gardnerville, NV 89410	<i>Deed of Trust Document/Instrument No.:</i> 0477596 <i>Recorded: 9/28/1999</i>
TS #	Loan No. Ives

The affiant Eva Jean Luce, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am the beneficiary, the authorized agent for the beneficiary, or servicer for the beneficiary ("Beneficiary") and am duly authorized to make this affidavit.
2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) 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 the regular and ordinary course of business, it is our practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the subject loan (collectively, "Business Records"). I have continuing access to the Business Records for the subject loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

Total Lender Solutions, Inc.	10505 Sorrento Valley Road Suite 125 San Diego, CA 92121 866-535-3736
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5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996	2632 Fawn Fescue Court Minden, Nevada 89423
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6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996	2632 Fawn Fescue Court Minden, Nevada 89423
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7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996	2632 Fawn Fescue Court Minden, Nevada 89423
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8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession

of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. 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 of the obligation or debt secured by the Deed of Trust a written statement containing the following information (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 underlying obligation or debt, 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; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where 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.
10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: **775-448-6070**
11. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
 - a. The amount of missed payments and interest in default is \$66,178.63 (\$61,675.85 6/1/2020 balance per amortization schedule, \$3,668.30 for 10 missed payments from May 2014-February 2015, \$834.48 interest on missed payments through 6/1/20 at 4% per annum).
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale to date (extra charges, advances, inspections, etc.) is **\$1,510.00**
 - c. The principal amount secured by the Deed of Trust is **\$90,000**
 - d. A good faith estimate of all fees imposed and to be imposed (late charges, legal fees, etc.) because of the default is **\$11,617 (\$6,617 late charges and \$5,000 attorney fees)**

e. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is **\$1,400.00**

12. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording No.	Name of Assignee (From/To)
6/11/2020	2020-947525	From Eva Jean Luce, Successor Trustee of the McFadden Trust, dated February 23, 1996 To Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996

Dated: 12-14-20

Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996

By: Eva Jean Luce

Eva Jean Luce, Trustee
Print Name & Title

STATE OF NEVADA)
)ss.:
COUNTY OF WASHOE)

On this 14th day of December 2020, before me, Karen Nielsen, a Notary Public, in and for said County and State, personally appeared **Eva Jean Luce**, 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 she executed the same freely and voluntarily and for the uses

and purposes therein mentioned.

Karen Nielsen
NOTARY PUBLIC



COPY

DECLARATION OF COMPLIANCE WITH NRS §107.510(6)

Trustor (Borrower): Alberta Ives

Beneficiary (Lender): Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996

Property: 1220-04-515-016

Loan No.: Ives

The undersigned authorized agent or employee of the beneficiary or mortgage servicer named below, hereby represents, warrants, and declares the following:

- The beneficiary (by itself or through its authorized agent) made contact with 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 in compliance with NRS §107.510(2) and more than thirty (30) days have lapsed since the first such contact.
- The beneficiary (by itself or through its authorized agent) has exercised due diligence to contact the borrower as required by NRS §107.510(5) and more than thirty (30) days have lapsed since due diligence efforts were completed.

The Beneficiary or its authorized agent was not required to comply with NRS §107.510 because:

- The beneficiary or mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS §107.510 pursuant to NRS §107.460.
- The requirements of §107.510 do not apply as the trustor(s) identified above do not meet the definition of a "borrower" as set forth in NRS §107.410.
- The requirements of §107.510 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 §107.450.

In light of the foregoing, the mortgage servicer/beneficiary authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosure notices required by NRS §107.080(2)(c)(3) and, if applicable, NRS §107.500(1) were timely sent per statute.

I certify under penalty of perjury of the laws of the State of Nevada that that I am the beneficiary or an authorized agent for the Beneficiary and that all information contained herein is true and complete

Dated: 12-14-20

By: Eva Jean Luce
[signature]

Eva Jean Luce, Trustee, or her successors in trust, of the EJM Trust, created under the McFadden Trust, dated February 23, 1996
[print name and title of person signing]