

DOUGLAS COUNTY, NV

2021-960865

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SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN: 1219-01-000-010

WHEN RECORDED MAIL TO:

Sables, LLC

c/o ZBS Law, LLP

9435 West Russell Road, Suite 120

Las Vegas, Nevada 89148

TS No. : 20-60493

## NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL THE REAL PROPERTY UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business day prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is **\$111,905.36** as of **1/27/2021** and will increase until your account becomes current.

**NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company** is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **3/21/2006**, executed by **KIRK C BAXTER, AND LORI R BAXTER, HUSBAND AND WIFE AS JOINT TENANTS**, as trustor to secure obligations in favor of **Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for COUNTRYWIDE HOME LOANS, INC., its successors and assigns**, as Beneficiary, recorded **3/30/2006**, as Instrument No. **0671452**, in Book **0306**, Page **12296**, of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations including

One note(s) for the Original sum of **\$100,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; 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 monthly installment of principal and interest which became due on 1/20/2009, late charges, and all subsequent monthly installments of principal and interest.**

**You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.**

**Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.**

**T.S. No.: 20-60493**

**Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.**

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 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 may be extended to 5 days prior to 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.

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

Gulf Harbour Investments Corporation  
c/o Specialized Loan Servicing LLC  
c/o SABLES, LLC, a Nevada limited liability company  
9435 West Russell Road, Suite 120  
Las Vegas, NV 89148  
Beneficiary Phone: (800)315-4757  
Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

Loss Mitigation Department  
800-306-6059

Property Address: **1335 BERNING WAY, GARDNERVILLE, Nevada 89460-6223**

If you have any questions, you should contact a lawyer or the governmental agency that 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.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell 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 names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

**T.S. No.: 20-60493**

This office is enforcing a security interest of your creditor. To the extent that your obligation has been discharged by a bankruptcy court or is subject to an automatic stay of bankruptcy, this notice is for informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.

Dated: 1/27/2021

SABLES, LLC, a Nevada limited liability company, as Trustee  
Sables, LLC  
c/o ZBS Law, LLP  
9435 West Russell Road, Suite 120  
Las Vegas, NV 89148  
Phone: (702) 948-8565

  
Rick Mroczek, Trustee Sale Officer


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.

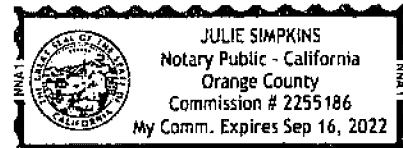
State of CALIFORNIA  
County of ORANGE

On 1/27/2021, before me, Julie Simpkins, Notary Public, personally appeared Rick Mroczek 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.

  
Signature of Notary Julie Simpkins



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

(Nevada Revised Statute § 107.0805)

Re: Borrowers Name: KIRK C BAXTER, AND LORI RAE BAXTER, HUSBAND AND WIFE AS JOINT TENANTS

Property Address: 1335 BERNING WAY, GARDNERVILLE, Nevada 89460-6223

I, Ami McKernan, am a(n) Second Assistant Vice President of Specialized Loan Servicing LLC ("SLS"), the current loan servicing agent ("Servicer") for the current Beneficiary of the Deed of Trust described in the Notice of Default and Election to Sell to which this affidavit is attached.

SLS maintains records for the Beneficiary in its capacity as Servicer. As part of my job responsibilities for SLS, I am familiar with the type of records maintained by SLS. The information in this affidavit is taken from SLS's business records. I have personal knowledge of SLS's procedures for creating these records. 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) kept in the course of SLS's regularly conducted business activities; and (c) it is the regular practice of SLS to make such records.

1. The following facts are based upon my personal review of documents that are of the Official Records in the State of Nevada and/or my own personal knowledge that has been acquired by my personal review of the business records of SLS.

- 1(a). The full name and business address of the current Trustee of record for the Deed of Trust is: **Sables LLC, a Nevada limited liability company, 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169**
- 1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is: **Gulf Harbour Investments Corporation c/o Specialized Loan Servicing LLC, 8742 Lucent Boulevard, Suite 300, Highlands Ranch, CO 80129**
- 1(c). The full name and business address of the current Beneficiary for the obligation or debt secured by the Deed of Trust is: **Gulf Harbour Investments Corporation c/o Specialized Loan Servicing LLC, 8742 Lucent Boulevard, Suite 300, Highlands Ranch, CO 80129**

1(d). The full name and business address of the current Servicer for the obligation or debt secured by the Deed of Trust is: **Specialized Loan Servicing LLC, 8742 Lucent Boulevard, Suite 300, Highlands Ranch, CO 80129**

2. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS and a Title Guaranty or Title Insurance Policy issued by a Title Insurer or Title Agent authorized to do business in the State of Nevada pursuant to Chapter 629A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust is:

2(a). Assignee Name: **Gulf Harbour Investments Corporation**  
Instrument and Recording Information: **2019-924151 / 01/02/2019**

3. The current Beneficiary under the Deed of Trust, the successor in interest to the Beneficiary or the current Trustee is in actual or constructive possession of the Note secured by the Deed of Trust.

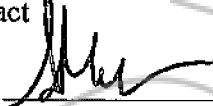
4. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS, the current Trustee has authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to instruction from the current Beneficiary of record and current holder of the Note secured by the Deed of Trust.

5. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS, the Beneficiary, Servicer of the obligation, or an attorney representing the Beneficiary or Servicer has sent to KIRK C BAXTER and LORI RAE BAXTER a written statement of: (I) the amount of payment required to make good the deficiency in performance of 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 power of sale; and (VI) contact information for obtaining the most current amounts due and the local or toll-free telephone numbers that KIRK C BAXTER and LORI RAE BAXTER may call to receive the most current amounts due and recitation of the information in this affidavit.

6. The Borrower or Obligor of the loan secured by the Deed of Trust may call Specialized Loan Servicing LLC at 1-800-315-4757 to receive the most current amounts due and recitation of the information contained in this affidavit.

I declare under penalty of perjury of the laws of the State of Colorado that the foregoing is true and correct and that this affidavit was executed on MAR 17 2020.

Gulf Harbour Investments Corporation  
By: Specialized Loan Servicing LLC, its attorney  
in fact

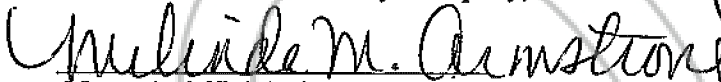
By: 

Name: Ami McKernan

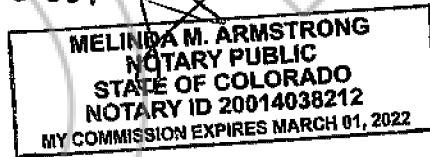
Its: Second Assistant Vice President

State of Colorado  
County of Douglas

The foregoing instrument was acknowledged before me this MAR 17 2020 by Ami McKernan of Specialized Loan Servicing LLC, a Delaware Limited Liability Company, on behalf of the LLC.

  
(Notary's Official Signature)

March 1, 2022  
(Commission Expiration)



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

Borrower(s):           KIRK C BAXTER and LORI R BAXTER  
                              1335 BERNING WAY  
Property Address:     GARDNERVILLE, Nevada 89460-6223  
Trustee Sale Number: 20-60493

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. [ ] The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on \_\_\_\_\_, 201\_\_\_\_; *or*
2. [  ] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on 10/17, 2019; *or*
3. [ ] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5)(a) and NRS 107.510(5)(c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5)(b) were not attempted pursuant to the borrower's previously submitted written cease communication request. The due diligence efforts were satisfied on \_\_\_\_\_, 201\_\_\_\_; *or*
4. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
  - a. [ ] The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
  - b. [ ] The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
  - c. [ ] The loan underlying the security interest that is the subject of this foreclosure

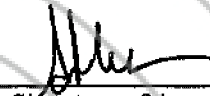
is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).

- d.  The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, 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 and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications.

Specialized Loan Servicing LLC

Dated: FEB 14 2020



\_\_\_\_\_  
Signature of Agent or Employee

**Ami McKernan      Second Assistant Vice President**

\_\_\_\_\_  
Printed Name of Agent or Employee