

DOUGLAS COUNTY, NV

2021-977941

Rec:\$290.00

\$290.00 Pgs=9

12/03/2021 10:09 AM

WFG NATIONAL TITLE INSURANCE CO

KAREN ELLISON, RECORDER

APN: 1220-03-311-012

**WFG National-Default Services**

Recording requested by and  
when recorded mail to:

Mortgage Lender Services, Inc.  
7844 Madison Ave., Suite 145  
Fair Oaks, CA 95628

Title Order No. 2037624NVD

Trustee Sale No.: 131669-5

Loan No. 110512000-RC

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

NOTICE IS HEREBY GIVEN THAT: MORTGAGE LENDER SERVICES, INC., is either the original trustee, the duly appointed Trustee, substituted trustee or acting as agent for the trustee or beneficiary under a Deed of Trust dated 06/05/2007, executed by MIGUEL SOTO VAZQUEZ as Trustor, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) SOLELY AS NOMINEE FOR MORTGAGE INVESTORS GROUP, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, recorded on 06/08/2007 as Document No. 0702657 of Official Records in the Office of the Recorder of Douglas County, State of Nevada, describing land therein as: As more fully described in said Deed of Trust. The common designation is purported to be: 1389 PIN OAK DRIVE, GARDNERVILLE, NV 89410

Securing, among other obligations, one note(s) for the original sum of \$73,450.00 that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the below set out beneficiary; that a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO PAY THE INSTALLMENT DUE ON 12-05-2012 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH ALL LATE CHARGES, ATTORNEY FEES, FORECLOSURE FEES, ADVANCES TO SENIOR LIENS, INTEREST, INSURANCE, TAXES AND ASSESSMENTS.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said 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.

Trustee Sale No.: 131669-5 Loan No.: 110512000-RC Title Order No. 2037624NVD

**NOTICE**

You may have the right to cure the default herein and reinstate the obligation secured by such Deed of Trust above described. Section 107.080 NRS permits certain defaults to be cured upon the payment of the amounts required by that 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 35 days following the recording and mailing to Trustor or Trustor's successor in interest of this notice, the right of reinstatement will terminate and the property may thereafter be sold.

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

B&B FUNDING, LLC  
c/o MORTGAGE DEFAULT SERVICES, LLC  
P.O. BOX 18265  
SPOKANE, WA 99228  
(866) 533-6600

You may contact Mortgage Default Services, LLC to negotiate a loan modification at (866) 533-6600 or:


You may contact a local housing counseling agency approved by the United States Department of Housing and Urban Development (HUD):

Consumer Credit Counseling Service, 841 E 2<sup>nd</sup>, Carson City NV 89701 (800) 451-4505 or

Neighborhood Assistance Corp of America, 5765 S Rainbow Bl#102, Las Vegas NV 89118 (888) 297-5568

Date: December 3, 2021

MORTGAGE LENDER SERVICES, INC.

  
Lauren Meyer, Vice President

**MORTGAGE LENDER SERVICES, INC., MAY BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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 CA

County of Sacramento

On 12/3/00 before me, Marsha Townsend, Notary Public, personally appeared Lauren Meyer 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.

Marsha Townsend



**DECLARATION OF MORTGAGE SERVICER  
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

**Borrower(s):** MIGUEL SOTO VAZQUEZ  
**Mortgage Servicer:** B&B FUNDING, LLC  
**Property Address:** 1389 PIN OAK DRIVE, GARDNERVILLE, NV 89410  
**T.S. No.:** 131669-5

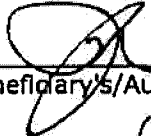
The undersigned, as an authorized agent or employee of the mortgage servicer named below declares that:

1.  The mortgage servicer has contacted 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 as required by NRS § 107 (SB 321/HOBR Sec.11(2)). Thirty (30) days, or more, have passed since the initial contact was made.
2.  The mortgage servicer has tried with due diligence to contact the borrower as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3.  No contact was required because:
  - a.  The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
  - b.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107 (SB 321/HOBR Sec. 3).
  - c.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) 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 (SB 321/HOBR Sec. 7)), OR, if the loan is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
  - d.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4.  In light of the foregoing, the mortgage servicer 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 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

I certify 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.

B&B FUNDING, LLC, Mortgage Servicer

Dated: November 24 2021.

  
(Beneficiary's/Authorized Agent's Signature)

By: Jennifer Richardson  
Name: Jennifer Richardson  
Title: Asset manager

**COOPER**

Version 06/01/2013

## AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):  
MIGUEL SOTO VAZQUEZ

Trustee Name and Address:

Mortgage Lender Services, Inc.  
7844 Madison Ave., Ste. 145  
Fair Oaks, CA 95628

Property Address:  
1389 PIN OAK DRIVE  
GARDNERVILLE, NV 89410

Deed of Trust Document Instrument Number  
0702657 Recorded on 06/08/2007

STATE OF New Jersey  
COUNTY OF Monmouth

ss:

The affiant, Jennifer Richardson, being first duly sworn upon oath, and under penalty of perjury attests as follows:

1. I am an employee of B&B FUNDING, LLC. I am duly authorized to make this Affidavit for B&B FUNDING, LLC in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the Servicer for the current beneficiary of the Deed of Trust.
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 B&B FUNDING, LLC's 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:

<u>Mortgage Lender Services, Inc.</u>	<u>7844 Madison Ave., Suite 145</u> <u>Fair Oaks, Sacramento County, CA 95628</u>
Full Name	Street, City, County, State, Zip

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

<u>B&amp;B FUNDING, LLC</u>	<u>1055 Parsippany Blvd., Suite 200,</u> <u>Parsippany, Morris, NJ, 07054</u>
Full Name	Street, City, County, State, Zip

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

<u>B&amp;B FUNDING, LLC</u>	<u>1055 Parsippany Blvd., Suite 200,</u> <u>Parsippany, Morris, NJ, 07054</u>
Full Name	Street, City, County, State, Zip

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

<u>B&amp;B FUNDING, LLC</u>	<u>1055 Parsippany Blvd., Suite 200,</u> <u>Parsippany, Morris, NJ, 07054</u>
Full Name	Street, City, County, State, Zip

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 non-holder 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 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: (877) 234-5465.

11. 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:

<u>Recorded Date or Dated Date</u>	<u>Recording number</u>	<u>Name of Assignee (From/To)</u>
10/13/2021	2021-975427	From: Mortgage Electronic Registration Systems, Inc., (MERS) solely as nominee for Mortgage Investors Group, its successors and assigns To: B&B Funding, LLC
		From: To:
		From: To:

Dated this 24<sup>th</sup> day of November, 2021.

Signed By: [Signature]

Print Name: Jennifer Richardson



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 New Jersey  
COUNTY OF Morris

On 11/14/21 before me, Brooke L Rivas Notary Public, personally appeared Jennifer Richardson 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.



Brooke L Rivas  
NOTARY PUBLIC  
State of New Jersey  
My Commission Expires  
February 23, 2026