

**Recording Requested By  
First American Mortgage Solutions**

**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 21-00123-RM-NV  
Title Order No. : 8769519

APN: 1220-03-212-034

DOUGLAS COUNTY, NV **2021-978205**  
Rec:\$290.00  
\$290.00 Pgs=9 12/09/2021 02:29 PM  
FIRST AMERICAN MORTGAGE SOLUTIONS - TSG  
KAREN ELLISON, RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**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 the loan in full plus permitted costs and expenses within the time permitted by law, which is normally five business days 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 \$111,198.52, as of 12/08/2021 and will increase until your account is paid in full.**

**While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.**

**Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).**

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**PHH Mortgage Corporation**  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone: 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)  
HUD Approved Local Housing Counseling Agency: 800/569-4287  
Loss Mitigation Contact: / 1-800-746-2936

Property Address: 1434 Pin Oak Drive, Gardnerville NV 89410

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 name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/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. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE IS HEREBY GIVEN THAT: NATIONAL DEFAULT SERVICING CORPORATION 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 10/28/2008, executed by Michael O. Saum, an unmarried man, as Trustor, to secure certain obligations in favor of Lake Tahoe Mortgage as beneficiary recorded 11/03/2008 as Instrument No. 732359 BK-1108 PG-171 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$345,000.00.**

**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: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 01/14/2021 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS, THE TOTAL PAYOFF AMOUNT DUE & OWING AT THE MATURITY DATE. IN ADDITION, ALL ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES MUST BE PAID.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Dated: 12/8, 2021

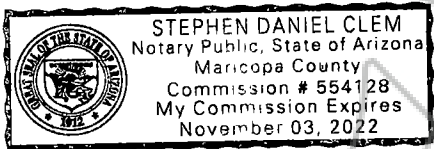
National Default Servicing Corporation, an Arizona Corporation, As Agent for Reverse Mortgage Solutions, Inc.

*Connie Hernandez*  
By: Connie Hernandez, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On Dec 8, 2021, before me, the undersigned, a Notary Public for said State, personally appeared Connie Hernandez, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

## AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL

Borrower(s):  
Michael O. Saum, an unmarried man

Trustee Name and Address:  
National Default Servicing Corporation  
7720 N. 16th Street, Suite 300  
Phoenix, AZ 85020

Property Address:  
1434 Pin Oak Drive  
Gardnerville NV 89410

Deed of Trust Document:  
{Instrument Book/Page}  
732359 BK-1108 PG-171

**The undersigned hereby affiPHH that there is no Social Security number contained in this document (per NRS 239B.030).**

The affiant, Daniel Grafton, being first duly sworn upon oath and under penalty of perjury, at-tests as follows:

1. I am employed as Contract Management Coordinator of PHH Mortgage Corporation. (“PHH”). In this capacity I have personal knowledge of the facts and matters stated herein, and I am authorized to execute this Affidavit on behalf of PHH 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. I am over the age of eighteen (18) years and am competent to testify to the matters stated in this affidavit. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

2. In the regular performance of my job functions, I have access to and am familiar with the business records relating to the servicing of the loan at issue in this action. PHH keeps certain business records pertaining to acts, transactions, occurrences, and events regarding and pertaining to the loan accounts PHH services. Those business records are made and maintained in the regular course of PHH’s business and include data compilations, imaged documents related to payment and expenditures on loans, as well as collateral loan documents such as deeds of trust, notes, name documents, and other records. Records of such acts, transactions, occurrences, and events are made at or near the time by—or from information transmitted by—a person with knowledge. To the extent that the business records of the loan in this matter were created by a prior servicer, those records have been verified for accuracy and incorporated into PHH's business records in the regular course of PHH's regularly conducted business activity.

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
National Default Servicing Corporation	7720 N. 16 <sup>th</sup> Street, Suite 300 Phoenix, AZ 8502

4. The full name and business address of the entity currently entitled to enforce the note secured by the Deed of Trust is:

<b>Full Name</b>	<b>Street, City, State, Zip</b>
PHH Mortgage Corporation	1 Mortgage Way Mount Laurel, NJ 08054

5. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

<b>Full Name</b>	<b>Street, City, State, Zip</b>
PHH Mortgage Corporation	1 Mortgage Way Mount Laurel, NJ 08054

6. The full name and business address of the current servicer of the debt secured by the Deed of Trust is:

<b>Full Name</b>	<b>Street, City, State, Zip</b>
PHH Mortgage Corporation	1 Mortgage Way Mount Laurel, NJ 08054

7. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has actual or constructive possession of, or is otherwise entitled to enforce, the note secured by the Deed of Trust, or the Beneficiary, its successor in interest, or the trustee is entitled to enforce the debt secured by the Deed of Trust.

8. The Beneficiary, its successor-in-interest, the trustee, the servicer of the debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the borrower(s) of the debt secured by the Deed of Trust or the borrower(s) heirs/estate a written statement of:

- a. 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 debt existing before the deficiency in performance or payment, as of the date of the statement;
- b. The amount in default;
- c. The principal amount of the debt secured by the Deed of Trust;
- d. The amount of accrued interest;
- e. A good faith estimate of all fees imposed in connection with the power of sale; and
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that the borrower(s) of the debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit.

9. The borrower(s) 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: 1-877-774-1419.

10. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which the affiant acquired independently, or (a) by a review of the Business Records of the Beneficiary, the successor in interest of the Beneficiary or the servicer of the debt secured by the Deed of Trust, (b) by a review of information contained in the records of the recorder of the county in which the property is located, or (c) by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada:

<u>08/02/2010</u>	<u>0767972 BK 0810 PG 0272</u>	<u>Reverse Mortgage Solutions, Inc.</u>
Date	Recordation Number	Name of Beneficiary
<u>05/18/2010</u>	<u>0763855 BK 0510 PG 3419</u>	<u>Residential Mortgage Services, Inc.</u>
Date	Recordation Number	Name of Assignee
<u>11/03/2008</u>	<u>732360 BK 1108 PG 185</u>	<u>World Alliance Financial Corp.</u>
Date	Recordation Number	Name of Assignee



Declaration of Compliance with NRS 107.510(6)  
A.P.N. No. 1220-03-212-034  
T.S. No. 21-00123-RM-NV

## NEVADA DECLARATION OF COMPLIANCE (NRS 107.510(6))

Borrower(s):  
Michael O. Saum

Trustee Name and Address:  
National Default Servicing Corporation  
7720 N. 16th Street, Suite 300  
Phoenix, AZ 85020

Property Address:  
1434 Pin Oak Drive  
Gardnerville NV 89410

Deed of Trust Document:  
732359

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

- The mortgage servicer has contacted the Borrower(s) to assess the Borrower(s)' financial situation, explore options for the Borrower(s) to avoid foreclosure, advise the Borrower(s) that s/he or they has/have the right to request a subsequent meeting and to provide the toll free HUD number to the borrower to find a local housing counselor. Thirty (30) days or more have passed since the initial contact was made.
- Despite the exercise of the statutorily-required due diligence, the mortgage servicer has been unable to contact the Borrower(s) to assess the Borrower(s)' financial situation, explore options for the Borrower(s) to avoid foreclosure, advise the Borrower(s) that s/he or they has/have the right to request a subsequent meeting and to provide the toll free HUD number to the borrower to find a local housing counselor. Thirty (30) days or more have passed since these due diligence efforts were satisfied.
- No contact was required by the mortgage servicer because:
  - The requirements of NRS 107.510 do not apply as the individual(s) do/did not meet the definition of "borrower" because the individual(s):
    - is/are not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan; or
    - has/have surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person; or
    - has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure or trustee's sale.
  - The requirements of NRS 107.510 do not apply because the above-referenced loan did not



Declaration of Compliance with NRS 107.510(6)  
A.P.N. No. 1220-03-212-034  
T.S. No. 21-00123-RM-NV

meet the definition of "residential mortgage loan" (as defined in NRS 107.450).

- The requirements of NRS 107.510 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.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the Notice of Default to be recorded as all required pre-foreclosures notices were timely sent per statute.

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Reverse Mortgage Solutions, Inc.



Date: 06/02/2021

Name: Elizabeth Ruiz

Title: Foreclosure Specialist