

DOUGLAS COUNTY, NV

**2022-984570**

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05/05/2022 10:24 AM

SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 22-30002-SL-NV  
Title Order No. : 220000246-NV-VOI

APN: 1318-15-311-004

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**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 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 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).

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 06/07/2005, executed by Victor P. Kearney, a single person, as Trustor, to secure certain obligations in favor of Wells Fargo Bank, N.A. as beneficiary recorded 06/21/2005 as Instrument No. 0647418 BK-0605 PG-9280 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$600,000.00.**

**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 :**

**The installments of principal and interest which became due on 03/01/2019 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.**

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 may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but 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:

Specialized Loan Servicing, LLC  
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/)

Contact the following number to discuss Loan Modification Options: 800-315-4757

Attached hereto and incorporated herein by reference 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 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>.

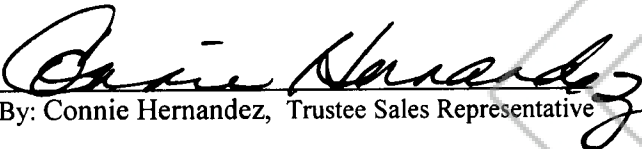
The Property Address: 456 Kent Way , Zephyr Cove NV 89448

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.**

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.

Dated: 4/28, 2022

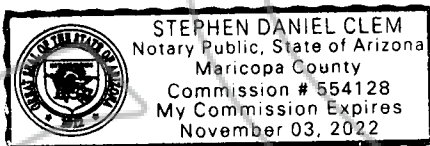
National Default Servicing Corporation, an Arizona Corporation, As Trustee for Citigroup Mortgage Loan Trust 2006-AR1, Mortgage-Backed Notes, Series 2006-AR1, U.S. Bank National Association, as Indenture Trustee

  
By: Connie Hernandez, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On April 28, 2022, 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.**

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Foreclosure No.: 22-30002-SL-NV

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**  
(Nevada Revised Statute § 107.0805)

RE: Borrower Name(s): **Victor P. Kearney**  
Property Address: **456 Kent Way Zephyr Cove NV 89448**

I, **Cynthia Wallace**, 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: **National Default Servicing Corporation 7720 N. 16th Street, Suite 300 Phoenix AZ 85020**
- 1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is: **Citigroup Mortgage Loan Trust 2006-AR1, Mortgage-Backed Notes, Series 2006-AR1, U.S. Bank National Association, as Indenture Trustee C/O Specialized Loan Servicing LLC, 6200 S. Quebec St., Greenwood Village, CO 80111**

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1(c). The full name and business address of the current Beneficiary for the obligation or debt secured by the Deed of Trust is: **Citigroup Mortgage Loan Trust 2006-AR1, Mortgage-Backed Notes, Series 2006-AR1, U.S. Bank National Association, as Indenture Trustee C/O Specialized Loan Servicing LLC, 6200 S. Quebec St., Greenwood Village, CO 80111**

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, 6200 S. Quebec St., Greenwood Village, CO 80111**

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:** U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST 2006-AR1, MORTGAGE-BACKED NOTES, SERIES 2006-AR1

**Instrument and Recording Information:** 2017-903787

Recorded Date: 09/08/2017

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 **Victor P. Kearney** a written statement

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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 **Victor P. Kearney** 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 APR 20 2022.

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**Citigroup Mortgage Loan Trust 2006-AR1, Mortgage-Backed Notes, Series 2006-AR1, U.S. Bank National Association, as Indenture Trustee by Specialized Loan Servicing, LLC as its attorney in fact**

By: 

Name: Cynthia Wallace

Its: Second Assistant Vice President

STATE OF Colorado )  
 ) ss:  
COUNTY OF Arapahoe )

Sworn to and subscribed before me on the 20 day of April, 2022 by  
Cynthia Wallace

(Notary Seal)

  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

**MARGARET BRUCH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204030979  
MY COMMISSION EXPIRES 09/08/2024**

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

Borrower(s): Victor P. Kearney

Property Address: 456 Kent Way  
Zephyr Cove NV 89448

Trustee Sale Number: 22-30002-SL-NV

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 1/4, 2022   ; *or*
1.  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 \_\_\_\_\_, 201   ; *or*
2.  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*
3. 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.

Date: 2/7/2022

Specialized Loan Servicing LLC

*Steven B Ross*

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

Steven Ross Second Assistant Vice President  
Printed Name or Agent of Employee

**EXHIBIT A**

LOT 6, IN BLOCK B, OF ROUND HILL VILLAGE UNIT NO. 3, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 24, 1965, IN BOOK 36, PAGE 131, AS DOCUMENT NO. 30185

COPY