

DOUGLAS COUNTY, NV

2022-984572

Rec:\$290.00

\$290.00 Pgs=6

05/05/2022 10:43 AM

SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN 1320-33-402-050

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103

TS No. NV07000020-17-4

TO No. 220168638-NV-VOO

Commonly known as: 1427 MISSION STREET, GARDNERVILLE, NV 89410

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

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** 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 as of April 12, 2016, executed by KATHERINE HIMES AND ANDREW J. HIMES, WIFE AND HUSBAND AS JOINT TENANTS, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. , as Beneficiary, as nominee for STEARNS LENDING, LLC. as original Beneficiary, recorded April 25, 2016 as Instrument No. 2016-879854 and re-recorded on May 4, 2017 as Instrument No. 2017-898115 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$285,809.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: Failed to pay payments which became due June 1, 2020 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust 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, if the default is not cured within the statutory period set forth in Section NRS 107.080, 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.

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

Stearns Lending, LLC
c/o TRUSTEE CORPS
TS No: NV07000020-17-4
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: May 4, 2022

MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee



By: Starr Meehan, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on May 4, 2022,
by STARR MEEHAN.

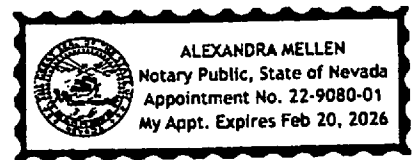


Notary Public Signature

Alexandra Mellen

Printed Name

My Commission Expires: Feb 20 2026



To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

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

Property Owners:

ANDREW J HIMES
KATHERINE HIMES

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

1427 MISSION STREET
GARDNERVILLE, NV 89410

Deed of Trust Document:

2016-879854
Re-recorded 2017-898115

Affiant, Eric Kessler, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which Affiant acquired by a review of the business records of the Beneficiary, the successor in interest of the Beneficiary or the servicer of the obligation or debt secured by the Deed of Trust, which business records must meet the standards set forth in NRS 51.135:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: Stearns Lending, LLC
Address: 4 Hutton Center Drive, 10th Fl., Santa Ana, CA 92707

Current Beneficiary: Stearns Lending, LLC
Address: 4 Hutton Center Drive, 10th Fl., Santa Ana, CA 92707

Current servicer: LoanCare, LLC
Address: 3637 Sentara Way, Virginia Beach, VA 23452

- 2) The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the Trustee is in actual or constructive possession of the Note secured by the Deed of Trust or that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

- 3) The Beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust or the Trustee, 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 of:
 - (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 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 exercise of the power of sale; and
 - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.
- 4) A local or toll-free telephone number that 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 the Affidavit: (800) 201-1622.
- 5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust.

Deed of Trust

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. , as Beneficiary, as nominee for STEARNS LENDING, LLC.

Recorded: April 25, 2016

Instrument: 2016-879854

Re-Recorded: May 4, 2017

Instrument: 2017-898115

Recorded Assignment(s)

Stearns Lending, LLC by LoanCare, LLC

Recorded: April 8, 2022

Instrument: 2022-983483

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on April 25th, 2022.

Stearns Lending, LLC by LoanCare, LLC
as attorney in fact under a limited power of attorney



Signature

ERIC KESSLER

Name


ASSISTANT SECRETARY

Title

State of PENNSYLVANIA

County/City of ALLEGHENY

Eric Kessler an assistant secretary of LoanCare, LLC, as Attorney in Fact under a Limited Power of Attorney for Stearns Lending, LLC, appeared before me, this 25 day of April, 2022, and after being duly sworn, executed this Affidavit on its behalf.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Marsha E. Gerwig, Notary Public
Allegheny County
My commission expires January 10, 2024
Commission number 1360937
Member, Pennsylvania Association of Notaries

Borrower(s): ANDREW J HIMES
KATHERINE HIMES

Property Address: 1427 MISSION STREET
GARDNERVILLE, NV 89410

T.S. No: NV07000020-17-4

DECLARATION OF COMPLIANCE
(NRS 107.510(6))

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1. The mortgage servicer has contacted the Borrower pursuant to NRS 107.510(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to NRS 107.510(2).
2. The mortgage servicer tried with due diligence to contact the borrower pursuant to NRS 107.510(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in NRS 107.510(5) were satisfied.
3. No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to NRS 107.410. The borrower is:
 - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;
 - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements set forth in NRS 107.510 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by NRS 107.450. (A residential mortgage loan as defined by NRS 107.450 is a loan 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).
5. Pursuant to NRS 107.460, the provisions of NRS 107.400 to NRS 560, inclusive, do not apply because the subject entity has foreclosed on 100 or fewer real property located in this State which

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.

Date: May 3, 2022

Stearns Lending, LLC
by LoanCare, LLC as Attorney in Fact under a Limited Power
of Attorney

By: Timothy Mortz

Title: Assistant Secretary