

DOUGLAS COUNTY, NV

2022-984825

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05/10/2022 11:27 AM

OLD REPUBLIC SERVICING SOLUTIONS

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

NDSC File No. : 22-00518-SM-NV

Title Order No. : 02-22002258

APN: 1219-01-000-010

**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 10/26/2006, executed by Kirk C Baxter, and, and Lori Rae Baxter, wife and husband as joint tenants, as Trustor, to secure certain 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 11/28/2006 as Instrument No. 0689504 (or Book, Page) and Re-Recorded on 03/04/2019 as Instrument No. 2019-926308 (or Book, Page) for the reason of 'correct legal description of property' of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$454,480.00.

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 12/01/2008 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:

NewRez LLC d/b/a Shellpoint Mortgage Servicing
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 866- 825-2174

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>.

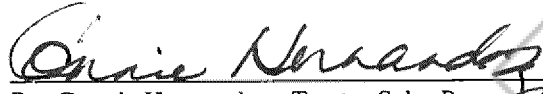
The Property Address: 1335 Berning Way , Gardnerville NV 89460-6223

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: 5/4, 2022

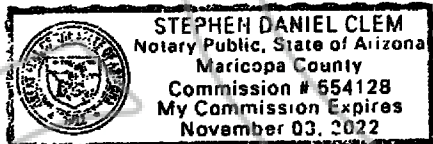
National Default Servicing Corporation, an Arizona Corporation, As Trustee for The Bank of New York Mellon FKA the Bank of New York as trustee for the Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage Pass-Through Certificates, Series 2006-19


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

State of: Arizona
County of: Maricopa

On May 6, 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.

Affidavit of Authority and Declaration of Compliance attached

APN: 1219-01-000-010
 Foreclosure No.: 22-00518-SM-NV

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrowers Identified in Deed of Trust:
 Kirk C Baxter, and, and Lori Rae Baxter,
 wife and husband as joint tenants

Trustee Address:
 7720 N. 16th Street, Suite 300
 Phoenix, AZ 85020

Property Address:
 1335 Berning Way
 Gardnerville NV 89460-6223

Deed of Trust Document Instrument
 Number:
 0689504
 2019-926308

STATE OF South Carolina)
) ss:
 COUNTY OF Greenville)

This Affidavit is provided in support of the attached Notice of Default and Election to Sell certain real Property secured by a Deed of Trust. The following facts are, except where otherwise indicated, true of my own personal knowledge, and stated under penalty of perjury, as detailed herein.

My personal knowledge is based on my 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 meet the standards set forth in NRS 51.135.

1. The full name and business address of the current trustee or the trustee's personal representative or assignee is:

<u>National Default Servicing Corporation</u>	7720 N. 16th Street, Suite 300 Phoenix AZ 85020
Full Name	Street, City, County, State, Zip

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

Full Name	Street, City, State, Zip
The Bank of New York Mellon FKA the Bank of New York as trustee for the Certificateholders of CWMBBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage Pass-Through Certificates, Series 2006-19	75 Beattie Place, Suite 300 Greenville, SC 29601

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

Full Name	Street, City, State, Zip
The Bank of New York Mellon FKA the Bank of New York as trustee for the Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage Pass-Through Certificates, Series 2006-19	75 Beattie Place, Suite 300 Greenville, SC 29601

4. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust:

Full Name	Street, City, State, Zip
NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing	75 Beattie Place, Suite 300 Greenville, SC 29601

5. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.

6. That 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;
- i. The amount in default;
- ii. The principal amount of the obligation or debt secured by the deed of trust;
- iii. The amount of accrued interest and late charges;
- iv. A good faith estimate of all fees imposed, in connection with the exercise of the power of sale; and

APN: 1219-01-000-010

Foreclosure No.: 22-00518-SM-NV

- v. Contact information for obtaining the most current amounts due, including the local or toll-free number.

7. The obligor or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit at the toll free number 1-866-263-5802.

8. Pursuant to my review of the relevant business records 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) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date: 09/17/2009

Recorded Number: 750783

Name of Assignor: Mortgage Electronic Registration Systems, Inc.

Name of Assignee: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders CWMBBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage Pass-Through Certificates, Series 2006-19

Recorded Date: 08/01/2019

Recorded Number: 2019-932913

Name of Assignor: Mortgage Electronic Registration Systems, Inc.

Name of Assignee: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders CWMBBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage Pass-Through Certificates, Series 2006-19

9. The following is the true and correct signature of the affiant:

NewRez LLC, f/k/a New Penn Financial LLC, d/b/a Shellpoint Mortgage Servicing, as Attorney in Fact for The Bank of New York Mellon FKA the Bank of New York as trustee for the Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage Pass-Through Certificates, Series 2006-19

Dated this 2nd day of May, 2022

Affiant Name: Christina Burroughs

Title: Doc Verification Specialist

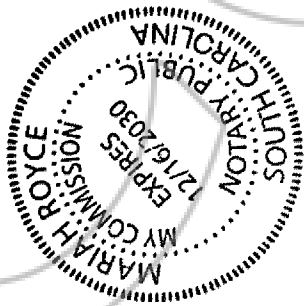
Signed By: Christina Burroughs

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 South Carolina
COUNTY OF berkeley) ss:

Sworn to and subscribed before me on the 2 day of May, 2022, by Christina Burroughs

(Notary Seal)



Mariah Royce
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

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

Borrower(s): Kirk C. Baxter
Lori Baxter

Mortgage Servicer: NewRez LLC d/b/a Shellpoint Mortgage Servicing
Property Address: 1335 Berning Way
Gardnerville NV 89460-6223

T.S. No.: 22-00518-SM-NV

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

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-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 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.

NewRez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing for
The Bank of New York Mellon FKA the Bank of New York as trustee for the
Certificateholders of CWMBBS, Inc., CHL Mortgage Pass-Through Trust 2006-19, Mortgage
Pass-Through Certificates, Series 2006-19

Dated: 3-29-2022

By: 
Name (Print): Alfonso Ramirez
Title (Print): Loss Mitigation Specialist