

APN: 1420-08-313-018

WHEN RECORDED MAIL TO:

Clear Recon Corp
4375 Jutland Drive, Suite 200
San Diego, CA 92177-0935
Phone: (866) 931-0036

TS No.: 104469-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

NOTICE OF BREACH AND DEFAULT AND OF ELECTION OR CAUSE TO BE SOLD REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP is the duly appointed Trustee under a Deed of Trust dated **6/11/2008**, executed by **ROSEMARI LANE, AN UNMARRIED WOMAN**, as trustor in favor of the beneficiary thereunder, recorded **6/17/2008**, as **Instrument No. 725189 in Book 608 Page 4087**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$532,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

FAILURE TO PAY THE PRINCIPAL BALANCE AND ANY OUTSTANDING FEES, COSTS, AND INTEREST WHICH BECAME ALL DUE AND PAYABLE BASED UPON THE DEATH OF ALL MORTGAGORS.

That by reason thereof, **Mortgage Assets Management, LLC**, the present Beneficiary under such deed of Trust has executed and delivered to said 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.

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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, 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.

T.S. No.: 104469-NV

Property Address as identified in the Deed of Trust is: **3463 LONG DR. MINDEN, NV 89423**

HUD Approved local counseling agency: Housing for Nevada, (702) 270-0300

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

Mortgage Assets Management, LLC
c/o PHH Mortgage Corporation
1 Mortgage Way
Mt. Laurel, NJ 08054
Phone: 1-866-799-7724

Loan Modification contact information: Mortgage Assets Management, LLC
c/o PHH PHH Mortgage Corporation, Loss Mitigation Dept. 1-866-799-7724

For Foreclosure status, contact:
Clear Recon Corp
4375 Jutland Drive
San Diego, California 92117
Phone: (866) 931-0036

Dated: 8/16/2022

CLEAR RECON CORP

By: *Hamsa Uchi*
Hamsa Uchi, Authorized Signatory for Trustee

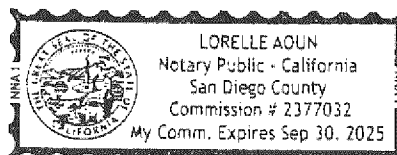
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }ss.

On AUG 16 2022 before me Lorelle Aoun Notary Public, personally appeared HAMSA UCHI 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.

Signature *Lorelle Aoun* (Seal)



Affidavit of Authority
APN# 1420-08-313-018
TS# 104469-NV

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

Borrower(s): ROSEMARI LANE

Trustee Name and Address: CLEAR
RECON CORP
4375 Jutland Drive, Suite 200
San Diego, CA, 92117

Property Address: 3463 LONG DR.
MINDEN, NV 89423

Deed of Trust Document: 6/17/2008, as
Instrument No. 725189, in Book 608, Page 4087

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

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

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

1. I am employed as a Contract Management Coordinator of PHH Mortgage Corporation (“PHH”) loan servicer for Mortgage Assets Management, LLC. 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. I have completed training on PHH’s policies and procedures regarding how the PHH Records are created, kept, and maintained. 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:

Full Name	Street, City, State, Zip
CLEAR RECON CORP	4375 Jutland Drive, Suite 200 San Diego, CA, 92117

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

Full Name	Street, City, State, Zip
Mortgage Assets Management, LLC	c/o PHH Mortgage Corporation 1 Mortgage Way Mt. Laurel, NJ 08054

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

Full Name	Street, City, State, Zip
Mortgage Assets Management, LLC	c/o PHH Mortgage Corporation 1 Mortgage Way Mt. Laurel, NJ 08054

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

Full Name	Street, City, State, Zip
PHH Mortgage Corporation	1 Mortgage Way Mt. 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: 1-866-799-7724.


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:

Date	Recording number	Name of Assignee
3/15/2013	0820037 BK 0313 PG 3946	BANK OF AMERICA, N.A.
7/19/2013	827384 BK 713 PG 4535	CHAMPION MORTGAGE COMPANY
2/9/2022	2022-980976	MORTGAGE ASSETS MANAGEMENT, LLC

11. The Beneficiary, its successor in interest or the servicer of the debt secured by the Deed of Trust has instructed the trustee to exercise the power of sale with respect to the property.

12. Following is the true and correct signature of the affiant:


FURTHER AFFIANT SAYETH NAUGHT.

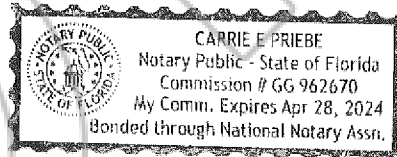

Date: 8/11/2022
Name: Marilyn Solivan
Title: Contract Management Coordinator

PHH Mortgage Corporation, as servicer for
Mortgage Assets Management, LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was subscribed and sworn before me by means of physical presence or online notarization, this 11 day of Aug 2022, by Marilyn Solivan as Contract Management Coordinator for PHH Mortgage Corporation who is the servicer for Mortgage Assets Management, LLC, who is personally known to me or who has produced _____ as identification.


Signature of Notary Public
Name of Notary Public: Carrie E. Priebe



Declaration of Compliance with NRS 107.510(6)
A.P.N. No. 1420-08-313-018
T.S. No. 104469-NV

NEVADA DECLARATION OF COMPLIANCE (NRS 107.510(6))

Borrower(s): ROSEMARI LANE

Trustee Name and Address:

Clear Recon Corp
4375 Jutland Drive, Suite 200,
San Diego, CA, 92117

Property Address:

3463 LONG DR.
MINDEN, NV 89423

Deed of Trust Document:

Recorded on 6/17/2008, as
Instrument No. 725189, in Book 608, Page 4087,

STATE OF Florida)
) ss:
COUNTY OF Palm Beach)

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

Declaration of Compliance
A.P.N. No. 1420-08-313-018
T.S. No. 104469-NV

- 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 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.



Date: 08/16/2022

Name: Lisa Silva

Title: Contract Management Coordinator

PHH Mortgage Corporation as servicer for
Mortgage Assets Management, LLC