

DOUGLAS COUNTY, NV

2022-991980

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\$290.00 Pgs=6

11/30/2022 08:36 AM

HARMONY TITLE AGENCY

KAREN ELLISON, RECORDER

APN 1022-09-001-097

RECORDING REQUESTED BY:

Harmony Title Agency - PCT

WHEN RECORDED MAIL TO:

MTC Financial Inc. dba Trustee Corps
3571 Red Rock St., Ste B
Las Vegas, NV 89103

TS No. NV06000051-22-1

TO No. 108875

Commonly known as: 3671 TOPAZ RANCH RD, WELLINGTON, NV 89444

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. NRS 239B.030.

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 July 27, 2020, executed by ROBERT L. IVEY, A SINGLE MAN, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for FAIRWAY INDEPENDENT MORTGAGE CORPORATION as original Beneficiary, recorded August 3, 2020 as Instrument No. 2020-950206 and that said Deed of Trust was modified by Modification Agreement and recorded October 20, 2021 as Instrument Number 2021-975784, 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 \$157,111.00 (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, 2022 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:

Lakeview Loan Servicing, LLC
c/o MTC Financial Inc. dba Trustee Corps
TS No: NV06000051-22-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: November 29, 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 November 29, 2022,
by STARR MEEHAN.

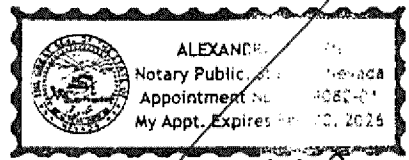


Notary Public Signature

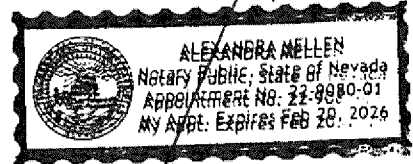
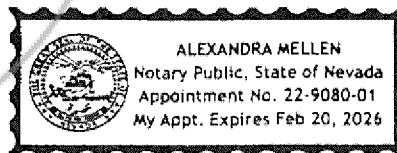
Alexandra Mellen

Printed Name

My Commission Expires: Feb 20 2024



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

Borrower(s):

ROBERT L IVEY

Trustee Name and Address:

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

Property Address:

3671 TOPAZ RANCH RD
 WELLINGTON, NV 89444

Deed of Trust Document:

2020-950206

STATE OF NEW YORK)
 COUNTY OF ERIE) ss:

The affiant, Rachel M. Nowicki, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of M&T Bank. I am duly authorized to make this Affidavit for Lakeview Loan Servicing, LLC 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.
2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.
3. In the regular and ordinary course of business, it is M&T Bank's, Servicer for Lakeview Loan Servicing, LLC, practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

Ver 06.01.2013

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

MTC Financial Inc. dba Trustee Corps	17100 Gillette Ave, Irvine, CA 92614
Full Name	Street, City, State, Zip

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

Lakeview Loan Servicing, LLC	4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146
Full Name	Street, City, State, Zip

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

Lakeview Loan Servicing, LLC	4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146
Full Name	Street, City, State, Zip

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

M&T Bank	1 Fountain Plaza, Buffalo, NY 14203
Full Name	Street, City, State, Zip

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, 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 containing the following information (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 underlying obligation or debt, 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; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where 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 this Affidavit.

10. The borrower or obligor 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: (800) 724-1633.

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; 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) assignee of each recorded assignment of the subject Deed of Trust:

Deed of Trust Recorded Date	Deed of Trust Recording Number	Name Assignee
08/03/2020	2020-950206	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for FAIRWAY INDEPENDENT MORTGAGE CORPORATION
Assignment Recorded Date	Assignment Recording Number	Name of Assignor/Assignee
06/09/2021	2021-968856	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY, AS NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS LAKEVIEW LOAN SERVICING, LLC

**Lakeview Loan Servicing, LLC
by M&T Bank as Attorney in Fact**

Signed By: *Rachel M. Nowicki*
 Print Name: Rachel M. Nowicki/Assistant Vice President

Dated: 11/23/2022

STATE OF NEW YORK)
 COUNTY OF ERIE) ss:

On this 23 day of November, 2022, personally appeared before me, a Notary Public, in and for said County and State, Rachel M. Nowicki, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

RACHEL AIMIE REYNARD WEAVER
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01RE6407617
 Qualified in Niagara County
 My Commission Expires 06-22-2024

Rachel Aimie Reynard Weaver
 NOTARY PUBLIC IN AND FOR
 SAID COUNTY AND STATE

NEVADA DECLARATION OF COMPLIANCE
(NRS 107.086)

Borrower(s): Robert L Ivey

Property Address: 3671 Topaz Ranch Rd
Wellington NV 89444

Trustee Sale No.:


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 and explore options for the borrower to avoid foreclosure as required by NRS 107.510. Initial contact was made on.
2. P The mortgage servicer has tried with due diligence to contact the borrower as required by NRS 107.510 but has not made contact despite such due diligence. The due diligence efforts were satisfied on 8-5-22.

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.

Foreclosing in the name of: Lakeview Loan Servicing, LLC

Dated: 9-22-22


Signature of Agent or Employee

Lori Fiebelkorn