**DOUGLAS COUNTY, NV** 

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02/06/2023 08:08 AM

2023-993643

MCCARTHY & HOLTHUS, LLP

SHAWNYNE GARREN, RECORDER

APN(s): 1121-05-514-005 Recording requested by:

When recorded mail to: Quality Loan Service Corporation 2763 Camino Del Rio South San Diego, CA 92108 619-645-7711

TS No.: NV-21-895384-SH

Space above this line for recorders use only

Order No.:

Property Address: 252 MARK STREET, GARDNERVILLE, NV 89410

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per 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 Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 11/15/2005, executed by BRANDON ISENHART AND ELIZABETH ISENHART, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN, as beneficiary, recorded 11/23/2005, as Instrument No. 0661493, Book 1105, Page 10716, and re-recorded on 7/19/2011 as Instrument Number 786567 and Book 711 and Page 3248 of Official Records in the Office of the Recorder of DOUGLAS County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$208,000.00, that the beneficiary; 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 1/1/2010, 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's fees, 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. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust 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.

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Notice of Default

## 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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

PNC Bank, National Association c/o Quality Loan Service Corporation 2763 Camino Del Rio South San Diego, CA 92108 619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

Select Portfolio Servicing, Inc.

Contact:

Loss Mit. Department

Department:

Loss Mit. Department

Toll Free:

888-818-6032

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, http://www.nislaw.net; and Southern Nevada Regional Housing Authority, 702-922-6900, http://www.snvrha.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: http://portal.hud.gov/portal/page/portal/HUD/localoffices.

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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Notice of Default Dated: Quality Loan Service Corporation, as Trustee 2/1/2025 By: Lilla Quintana, Assistant Secretary 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) FEB 0 1 2023 A. Pilgram On before me, a notary public, personally appeared Juintana. 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. (Seal) A. PILGRAM lotary Public - California San Diego County Commission # 2357509 My Comm. Expires May 14, 2025 A. Pilgram

TS No.: NV-21-895384-SH

## **NEVADA DECLARATION OF COMPLIANCE**

Re:				
	Loan Nu	mber:		\ \
Borrowe		r Name:	BRANDON ISENHART and ELIZABETH ISENHART	1 1
	Address: Beneficiary:		252 MARK ST, GARDNERVILLE, NV 89410	\ \
			PNC Bank, National Association	1
			clary or authorized agent for the beneficiary hereby declares und	er the law
or the	State of i	Nevada th		
	1)	pursuant the borro	eficiary or beneficiary's authorized agent has made contact with the t to NRS 107.510(2) to assess their financial situation and explore o ower to avoid foreclosure. Thirty (30) days or more have passed sir was made.	ptions for
	2) <b>X</b>	contact t	eficiary or beneficiary's authorized agent has exercised due diligend the borrower pursuant to NRS 107.510(5). Thirty (30) days or more since the due diligence requirements were satisfied.	
	3)	case und bankrupt	act was required pursuant to NRS 107.410(2), as the borrower has f der Chapter 7, 11, 12 or 13 of Title 11 of the United States Code and toy court has not entered an order closing or dismissing the bankrup ng relief from a stay of foreclosure.	d the
	4)	No conta surrende surrende	act was required pursuant to NRS 107.410(1), as the borrower has ered the secured property as evidenced by either a letter confirming or or by delivery of the keys to the secured property to the beneficiar rized agent.	
	5)		visions of NRS 107.510 do not apply because the property is not ow if as the principal residence of the borrower(s).	ner
Dated:		O MAL	5 2022	
Ву:	<b>100</b>	Cor	aalen	
		Select F	Portfolio Servicing, Inc. as authòrized agent of Beneficiary	
The state of the s		Cora	Allen	
	no.	Irranal Pa	No. 10 No	

## AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL NRS § 107.080

Borrower(s):

Trustee Address:

BRANDON ISENHART, ELIZABETH

QUALITY LOAN SERVICE

ISENHART CORPORATION

2763 Camino Del Rio S San Diego, CA 92108

Property Address:

252 MARK STREET GARDNERVILLE, NV 89410 Deed of Trust Instrument Number:

Instrument No. 0661493, Book 1105, Page

10716

STATE OF: UTAH)

COUNTY OF: SALT LAKE)

The affiant, Alyssa Sanders

being first duly sworn

upon oath and under penalty of perjury, attests as follows:

- 1. I am an employee of Select Portfolio Servicing, Inc. ("SPS") I am duly authorized to make this Affidavit for SPS in its capacity as servicer and attorney-in-fact for the current beneficiary of the Deed of Trust, PNC Bank, National Association.
- 2. I make this Affidavit based on my personal knowledge and can confirm the accuracy of the information set forth herein.
- 3. In the regular and ordinary course of business, it is SPS's practice to make, collect, and maintain business records and documents related to any loan it purchases or services, including the loan subject to this foreclosure. I have continuing access to these business records and have personally reviewed the business records relied upon to prepare this Affidavit.
- 4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

QUALITY LOAN SERVICE
CORPORATION

2763 Camino Del Rio South San Diego, CA 92108

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

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PNC Bank, National Association	c/o Select Portfolio Servicing, Inc.
	3217 S. Decker Lake Drive
	Salt Lake City, UT 84119

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

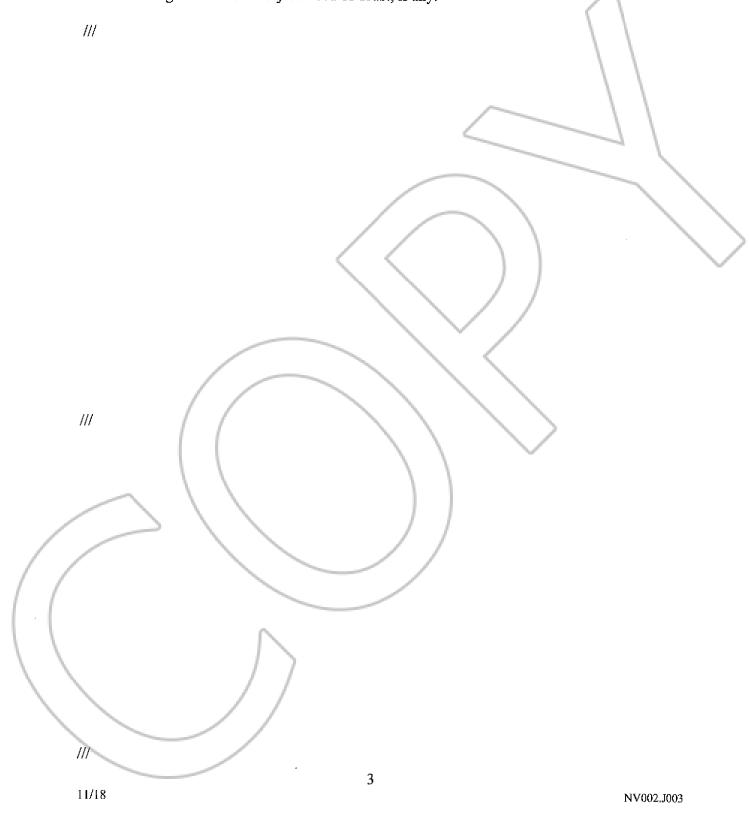
PNC Bank, National Association	c/o Select Portfolio Servicing, Inc.
	3217 S. Decker Lake Drive
	Salt Lake City, UT 84119

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

Select Portfolio Servicing, Inc.	3217 S. Decker Lake Drive	
	Salt Lake City, UT 84119	

- 8. The beneficiary, the successor in interest of the beneficiary, or the trustee of the Deed of Trust is in actual or constructive possession of the note secured by the Deed of Trust [or is entitled to enforce the obligation or debt secured by the deed of pursuant to the court order attached hereto as Exhibit A.].
- 9. The beneficiary, its successor in interest, the trustee, SPS, or an attorney representing any of those persons or entities, has sent to the obligor(s) or borrower(s) 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 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 a local or toll free telephone number.
- 10. The obligor(s) 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 following toll free number: 1-866-925-7495.
- 11. Pursuant to my review of the business records, 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) the date, (II) the recordation number (or other unique designation), and (III) assignee of each recorded assignment of the subject Deed of Trust, if any:



Recorded Date	Recording Number	Name of Assignor	Name of Assignee
1/27/2006	0666579 Book 0106 Page 8832	FIRST FRANKLIN A DIVISION OF NATIONAL CITY BANK OF INDIANA	FIRST FRANKLIN FINANCIAL CORPORATION
2/25/2011	779076 Book 211 Page 4915	FIRST FRANKLIN FINANCIAL CORPORATION	PNC BANK, NATIONAL ASSOCIATION

Manha Established	Ĺ
By: Clarke Of VIA	74
Name: Alyssa Sanders	
Title: Document Control Officer	١,
Select Portfolio Servicing, Inc.	-
Date: $\sqrt{23}$ $\sqrt{3}$	
OTATE OF LITAR	
STATE OF UTAH )	
COUNTY OF SALT LAKE )	
Subscribed and sworn to before me on this 3 day of JANVARY , in the	ne
year 20 23 by Alyssa Sanders 🛠 ,	a
**Document Control Officer of Select Portfolio Servicing, Inc., proved on the basis of	of
satisfactory evidence to be the person whose name is subscribed to this instrument. Witness m	ıv
hand and official seal.	•
2xm lell w W. Lem I	
Notary Public	

RANDALL W HOLLAND
Notary Public State of Utah
My Commission Expires on:
November 20, 2026
Comm. Number: 727448

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