

DOUGLAS COUNTY, NV

2023-995009

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SERVICELINK TITLE AGENCY INC.

SHAWNYNE GARREN, RECORDER

APN 1220-16-115-010

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

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

TS No. NV09000023-22-1

TO No. 220685916-NV-VOI

Commonly known as: 1222 SORENSEN LANE, GARDNERVILLE, NV 89460-9612

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 November 21, 2013, executed by ERIC B GARR A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for PRIMELENDING, A PLAINSCAPITAL COMPANY as original Beneficiary, recorded November 27, 2013 as Instrument No. 834673 in Book 1113, on Page 6013 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 \$280,000.00 (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, 2021 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:

PrimeLending, A PlainsCapital Company
c/o MTC Financial Inc. dba Trustee Corps
TS No: NV09000023-22-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 711 949.252.8300

Dated: March 24, 2023

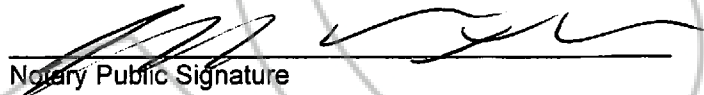
MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee



By: Starr Meehan, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on March 24, 2023,
by STARR MEEHAN.



Notary Public Signature

Jesus J. Fernandez, Jr.
Printed Name



My Commission Expires: 12/18/2025

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/Borrowers:

ERIC B GARR

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

1222 SORENSEN LANE
GARDNERVILLE, NV 89460-9612

Deed of Trust Document Instrument Number:

834673 Book 1113 Page 6013

STATE OF Missouri)

COUNTY OF St.Charles)

ss:

COMES NOW, the affiant, Ambera Minks, who being first duly sworn, deposes and says:

1. I am employed by Cenlar FSB as a VP Document Execution. I am authorized to execute this affidavit on behalf of PrimeLending, A PlainsCapital Company. The statements made in this Affidavit are based on my personal knowledge of the business records, which I acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the subservicer of the obligation or debt secured by the deed of trust, and under penalty of perjury. The Deed of Trust was recorded as instrument number 834673 Book 1113 Page 6013 , County o Douglas, Nevada (the "Deed of Trust").

2. In my capacity as a VP Document Execution, I have personal knowledge of the business records of Cenlar FSB's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge of the business records; are kept by Cenlar FSB in the course of regularly conducted business activity. I have reviewed certain business records of Cenlar FSB concerning the Loan, Note and Deed of Trust, referenced below. It was the regular practice of that business activity to make or maintain such records at or near the time of the act, transaction, occurrence or event, or within a reasonable time thereafter by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records.

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

MTC Financial Inc. dba Trustee Corps
Full Name

17100 Gillette Ave
Irvine, CA 92614
Street, City, State, Zip

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

<u>PrimeLending, A PlainsCapital Company</u>	<u>c/o Cenlar FSB 425 Phillips Blvd, Ewing, NJ 08628</u>
Full Name	Street, City, State, Zip

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

<u>PrimeLending, A PlainsCapital Company</u>	<u>C/O CenlaFSB425 Phillips Blvd, Ewing, NJ 08628</u>
Full Name	Street, City, State, Zip

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

<u>Cenlar FSB</u>	<u>425 Phillips Blvd, Ewing, NJ 08628</u>
Full Name	Street, City, State, Zip

7. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is in actual or constructive possession of the note secured by the Deed of Trust or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

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

9. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust 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 obligation or 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 obligation or debt secured by the Deed of Trust;
- d. The amount of accrued interest and late charges;
- 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 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. 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.

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11. 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 business records of the affiant, which was acquired independently by the affiant or by (a) a review of the business records of the beneficiary, the successor in interest of the beneficiary or the subservicer of the obligation or debt secured by the Deed of Trust (which meets the standards set forth in NRS 51.135), (b) a review of information contained in the records of the recorder of the county in which the property is located, or (c) a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

Deed of Trust

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for
PRIMELENDING, A PLAINSCAPITAL COMPANY
Recorded: November 27, 2013
Instrument: 834673 Book 1113 Page 6013

Assignment(s)

PRIMELENDING, A PLAINSCAPITAL COMPANY
Recorded: September 17, 2021
Instrument: 2021-974122

12. Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

Ambera Minks
Signature

Ambera Minks

Print
Vice President Document Execution

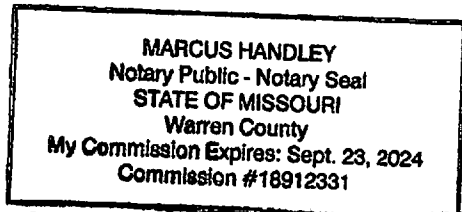
3-13-2023
Date

Subscribed and Sworn before me this 13 day of MARCH, 2023,
by Ambera Minks

Marcus Handley
Notary Public

My commission expires: Sept. 23, 2024

Notary Public in and for the
State of Missouri
County of St. Charles



December 05, 2022

Eric B Garr
1222 Sorensen Ln
Gardnerville NV 89460-9612

Property Address: 1222 Sorensen Ln
Gardnerville NV 89460-9612

DECLARATION

The undersigned beneficiary or their authorized agent for the beneficiary hereby represents and declares as follows:

1. ___ On _____ the beneficiary or their authorized agent contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure. During this contact the borrower(s) was advised he or she has the right to schedule a follow-up meeting to occur within 14 days. Further, the borrower(s) was provided the toll-free telephone number to find a HUD-certified housing counseling agency.
2. No contact was made with the borrower despite the due diligence of beneficiary or their authorized agent pursuant to NRS 107.510(5), including (a) Mailing a first-class letter to the borrower(s) which included a toll free number to contact a HUD-certified housing counseling agency; (b) Attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days, or determining that the primary and secondary phone numbers on file were disconnected; and (c) Having received no response from the borrower(s) for 14 days after the telephone contact efforts were complete, an additional letter was sent to the borrower(s) via certified mail, with return receipt requested.
3. ___ The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, their authorized agent or the trustee.

XC180 045 SUH DN

Loan Number: [REDACTED]

- 4. ___ The beneficiary or their authorized agent has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit; there is no order on the court's docket closing or dismissing the bankruptcy case.
- 5. ___ The provisions of NRS 107.510 do not apply because

The undersigned instructs the trustee to proceed with non-judicial foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration describing the attempts to contact the borrower required pursuant to NRS 107.510.

Dated: 12/08/2022

Roxana Huerta Caballero
Default Compliance Specialist Senior
Default Compliance

By: Roxana Huerta Caballero

XC180 045 SUH DN