

DOUGLAS COUNTY, NV

2023-995772

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04/20/2023 11:53 AM

SERVICELINK TITLE AGENCY INC.

SHAWNYNE GARREN, RECORDER

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

**Affinia Default Services, LLC
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: **1220-09-410-010** TS No.: **22-00483NV** TSG ORDER No.: **220381201-NV-VOI**

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 ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

PROPERTY ADDRESS: **1237 SIERRA VISTA DRIVE, GARDNERVILLE, NV 89460**

NOTICE IS HEREBY GIVEN THAT: Affinia Default Services, LLC is the duly appointed substituted trustee under a Deed of Trust dated **May 23, 2005**, executed by **John M. Moss and Penny L. MOSS, husband and wife as joint tenants**, as Trustor in favor of **Indymac Bank, F.S.B., a federally chartered savings bank**, recorded on **May 31, 2005** as Document No.: **0645527**, of Official Records in the Office of the County Recorder of **Douglas County, Nevada** securing, among other obligations: One note(s) for the original sum of **\$232,500.00** that the beneficial interest under such Deed of Trust and the obligations secured hereby presently held by 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:

Installment of Principal and Interest which became due on April 2, 2011, plus impounds and/or advances together with late charges, and all subsequent installments of principal, interest, plus impounds and/or advances and late charges and any reoccurring obligation that become due, including trustee's fees and expenses.

That by reason therefore the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a substitution 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.

TS No.: **22-00483NV**

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 must 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 reinstatement is possible and the amount, if any, to cure the default, please contact:

Affinia Default Services, LLC
301 E. Ocean Blvd., Suite 1720
Long Beach, CA 90802
(833) 290-7452

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

Specialized Loan Servicing LLC
Department: Loss Mitigation Department
Phone: 800-306-6059

Attached hereto 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 names and addresses of the local HUD approved counseling agency by calling HUD's toll-free telephone number: 800-569-4287. Additional information may be found on HUD's website: <https://www.hud.gov/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.


As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Please be advised **Affinia Default Services, LLC** is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of the debt referenced herein in a bankruptcy proceeding, this is not an attempt to impose personal liability upon you for payment of that debt. In the event you have received a bankruptcy discharge, any action to enforce the debt will be taken against the property only.

Dated: April 13, 2023

Affinia Default Services, LLC

BY: 
Carlos Quezada
Legal Assistant

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.

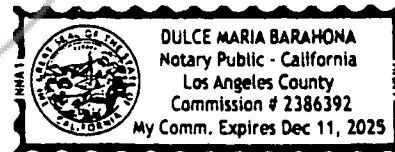
State of California
County of Los Angeles

On 4/13/2023 before me, Dulce Maria Barahona Notary Public, personally appeared, Carlos Quezada, 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.


Notary Public



**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): John M Moss and Penny L Moss
Property Address: 1237 SIERRA VISTA DRIVE, GARDNERVILLE, NV 89460
Trustee Sale Number: 22-00483NV

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

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.

1. [] The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on _____, 202___; or
2. [X] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on 12/5, 2019___; or
3. [] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5)(a) and NRS 107.510(5)(c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5)(b) were not attempted pursuant to the borrower's previously submitted written cease communication request. The due diligence efforts were satisfied on _____, 202___; or
4. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
 - a. [] The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. [] The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
 - c. [] The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. [] The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default

to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications.

Specialized Loan Servicing LLC

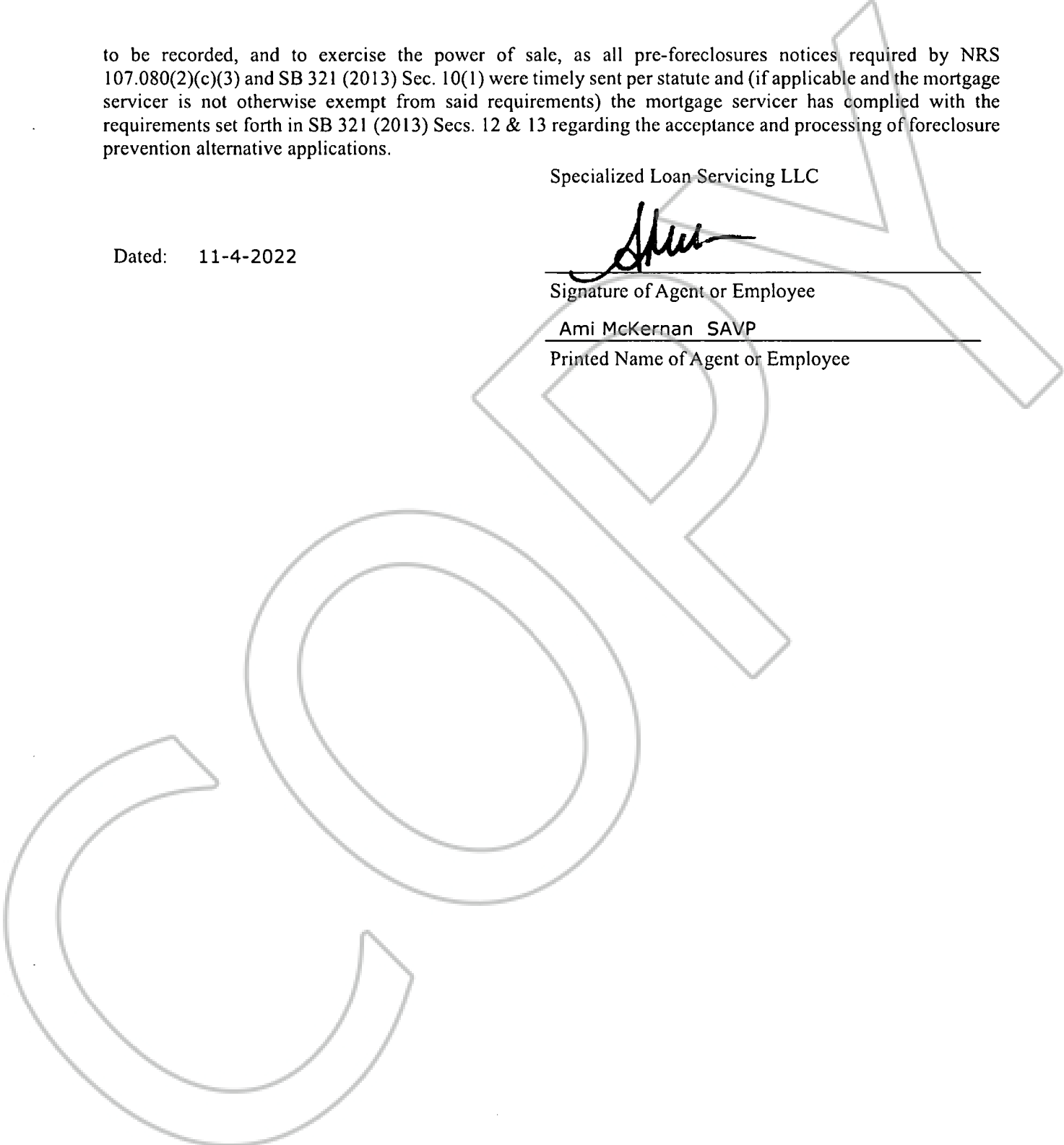
Dated: 11-4-2022



Signature of Agent or Employee

Ami McKernan SAVP

Printed Name of Agent or Employee



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE
(Nevada Revised Statute § 107.0805)

RE: Borrower Name(s): John M. Moss and Penny L Moss
Property Address: 1237 SIERRA VISTA DRIVE, GARDNERVILLE, NV 89460

I, Steven B. Ross, am a(n) Second Assistant Vice President of Specialized Loan Servicing LLC ("SLS"), the current loan servicing agent ("Servicer") for the current Beneficiary of the Deed of Trust described in the Notice of Default and Election to Sell to which this affidavit is attached.

SLS maintains records for the Beneficiary in its capacity as Servicer. As part of my job responsibilities for SLS, I am familiar with the type of records maintained by SLS. The information in this affidavit is taken from SLS's business records. I have personal knowledge of SLS's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of SLS's regularly conducted business activities; and (c) it is the regular practice of SLS to make such records.

1. The following facts are based upon my personal review of documents that are of the Official Records in the State of Nevada and/or my own personal knowledge that has been acquired by my personal review of the business records of SLS.

1(a). The full name and business address of the current Trustee of record for the Deed of Trust is: Affinia Default Services, LLC, 301 E. Ocean Blvd., Suite 1720, Long Beach, CA 90802.

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is: Deutsche Bank National Trust Company, as Trustee, for IndyMac Home Equity Mortgage Loan Asset-Backed Trust, Series 2006-H1
c/o Specialized Loan Servicing LLC, 6200 S. Quebec St., Suite 300, Greenwood Village, CO 80111.

1(c). The full name and business address of the current Beneficiary for the obligation or debt secured by the Deed of Trust is: Deutsche Bank National Trust Company, as Trustee, for IndyMac Home Equity Mortgage Loan Asset-Backed Trust, Series 2006-H1
c/o Specialized Loan Servicing LLC, 6200 S. Quebec St., Suite 300, Greenwood Village, CO 80111.

1(d). The full name and business address of the current Servicer for the obligation or debt secured by the Deed of Trust is: Specialized Loan Servicing LLC, 6200 S. Quebec St., Suite 300, Greenwood Village, CO 80111.

2. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS and a Title Guaranty or Title Insurance Policy issued by a Title Insurer or Title Agent authorized to do business in the State of Nevada pursuant to Chapter 629A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust is:

2(a). Assignee Name: Deutsche Bank National Trust Company, as Trustee, for IndyMac Home Equity Mortgage Loan Asset-Backed Trust, Series 2006-H1 Instrument and Recording Information: Recorded on 08/10/2022 as document no. 2022-988284

3. The current Beneficiary under the Deed of Trust, the successor in interest to the Beneficiary or the current Trustee is in actual or constructive possession of the Note secured by the Deed of Trust.

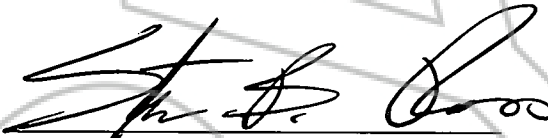
4. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS, the current Trustee has authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to instruction from the current Beneficiary of record and current holder of the Note secured by the Deed of Trust.

5. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS, the Beneficiary, Servicer of the obligation, or an attorney representing the Beneficiary or Servicer has sent to John M. Moss and Penny L Moss a written statement of: (I) the amount of payment required to make good the deficiency in performance of 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 power of sale; and (VI) contact information for obtaining the most current amounts due and the local or toll-free telephone numbers that John M. Moss and Penny L Moss may call to receive the most current amounts due and recitation of the information in this affidavit.

6. The Borrower or Obligor of the loan secured by the Deed of Trust may call Specialized Loan Servicing LLC at 1-800-315-4757 to receive the most current amounts due and recitation of the information contained in this affidavit.

I declare under penalty of perjury of the laws of the State of Colorado that the foregoing is true and correct and that this affidavit was executed on APR 04 2023.

**Deutsche Bank National Trust Company, as
Trustee, for IndyMac Home Equity Mortgage
Loan Asset-Backed Trust, Series 2006-H1 by
Specialized Loan Servicing LLC, its attorney-in-
fact**

By: 

Name: Steven B. Ross

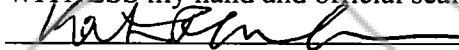
Its: Second Assistant Vice President

State of Colorado
County of Arapahoe

On APR 04 2023 before me, Katherine Pfeufer, a Notary Public, personally appeared, Steven B. Ross, 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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Katherine Pfeufer
Notary Public

KATHERINE PFEUFER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006801
MY COMMISSION EXPIRES 02/17/2026