

APN: 1220-21-710-062

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**Nestor Solutions, LLC**  
**214 5th Street, Suite 205**  
**Huntington Beach, California 92648**

DOUGLAS COUNTY, NV      **2024-1006528**  
Rec:\$290.00  
\$290.00      Pgs=6      **04/10/2024 01:03 PM**  
MORTGAGE CONNECT - TSG  
SHAWNYNE GARREN, RECORDER

TS No.: 2024-09128-NV

Property Address: 762 HORNET DRIVE GARDNERVILLE, NV 89460

**The undersigned hereby affirms that there is no Social Security number contained in this document.**

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

**NOTICE IS HEREBY GIVEN THAT Nestor Solutions, LLC** is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary, under a under a Deed of Trust dated 7/20/2016, executed by **Michelle A Hart and Roberto A Rodriguez, an unmarried woman and an unmarried man, as joint tenants with right of survivorship**, as trustor to secure obligations in favor of **Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Guild Mortgage Company, A California Corporation, its successors and assigns**, as original Beneficiary, recorded 7/22/2016, as **Instrument No. 2016-884837, in Book --, Page --, and further modified by that loan modification agreement recorded on 10/08/2020 as instrument number 2020-954110**, of Official Records in the Office of the County Recorder of Douglas County, Nevada, securing the payment and performance of certain obligations, including, but not limited to, a promissory note in the original amount of **\$226,118.00**; that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; and that a breach of and default in the obligations for which said Deed of Trust is security has occurred as follows:

**The monthly installment which became due on 1/1/2022, along with late charges, and all subsequent monthly installments.**

**You are responsible to pay all payments and charges due under terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.**

**Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.**

**Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the Deed of Trust, pursuant to the terms and provisions of the loan documents.**

That by reason thereof 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.

To reach a person with authority to negotiate a loan modification on behalf of the lender, contact

Freedom Mortgage Corporation  
c/o Freedom Mortgage Corporation  
10500 Kincaid Drive  
Fishers, IN 46037  
Phone: 855-690-5900

If you have any questions, you should contact a lawyer or the governmental agency that 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.

### **REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

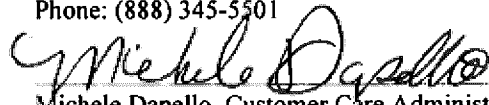
You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

This office is enforcing a security interest of your creditor. To the extent that your obligation has been discharged by a bankruptcy court or is subject to an automatic stay of bankruptcy, this notice is for informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.

T.S. No.: 2024-09128-NV

Dated:04/09/2024

Nestor Solutions, LLC, as Trustee  
214 5th Street, Suite 205  
Huntington Beach, California 92648  
Phone: (888) 345-5501

  
Michele Dapello, Customer Care Administrator

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 ORANGE

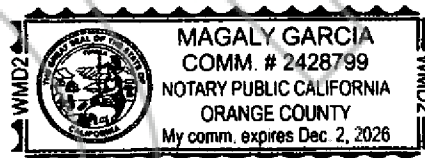
On 04/09/2024, before me, Magaly Garcia, Notary Public, personally appeared Michele Dapello who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 of Notary, Magaly Garcia



**Affidavit of Authority to Exercise the Power of Sale**  
(Nevada Revised Statute §107.0805)

TS#: 2024-09128-NV  
Borrower Name: Michelle A Hart and Roberto A Rodriguez  
Property Address: 762 HORNET DRIVE  
GARDNERVILLE, NV 89460

I, Heather Marie Diaz, am the FCL Specialist III of Freedom Mortgage Corporation, the current servicer for the beneficiary of the deed of trust ("Deed of Trust") described in the notice of default and election to sell to which this affidavit is attached. The following facts are based upon my direct, personal knowledge or knowledge acquired by my personal review of documents that are of public record in the State of Nevada or my personal review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the Deed of Trust, which are within my custody and control. The business records of the beneficiary contain entries made in the ordinary course of business at or about the time the events reflected therein occurred.

- 1(a). The full name and business address of the current trustee or the current trustee's personal representative or assignee of the Deed of Trust is **Nestor Solutions, LLC 214 5th Street, Suite 205, Huntington Beach, California 92648.**
- 1(b). The full name and business address of the current holder of the note secured by the Deed of Trust is **Freedom Mortgage Corporation, 951 Yamato Road Suite 175 Boca Raton, FL 33431.**
- 1(c). The full name and business address of the current beneficiary of record of the Deed of Trust is **Freedom Mortgage Corporation, 951 Yamato Road Suite 175 Boca Raton, FL 33431.**
- 1(d). The full name and business address of the current servicer for the obligation or debt secured by the Deed of Trust is **Freedom Mortgage Corporation, 10500 Kincaid Drive Fishers, IN 46037.**
2. The beneficiary under the Deed of Trust, the successor in interest of the beneficiary or the trustee 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 Trust.
3. 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.
4. The beneficiary, or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust or the trustee, 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 of:
  - (a) 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;
  - (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 exercise of 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.

5. The borrower or obligor of the loan secured by the Deed of Trust may call Freedom Mortgage Corporation at 855-690-5900 to receive the most current amounts due and a recitation of the information contained in this Affidavit.

6. The following information containing the date and recordation number of, and the name of each assignee under, each recorded assignment of the Deed of Trust is based on (a) my direct, personal knowledge; (b) my personal knowledge acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the Deed of Trust; (c) my personal review of documents contained in the records of the recorder of the county in which the property is located; or (d) a title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the State of Nevada pursuant to chapter 692A of NRS:

Assignment(s)

Date of Recording: 11/1/2018  
Recording Instrument Number: 2018-921679  
Assignee: Freedom Mortgage Corporation  
I declare under penalty of perjury of the laws of the State of Indiana that the foregoing is true and correct and that this Affidavit was executed on April 2nd, 2024.

By: Freedom Mortgage Corporation

Heather Marie Diaz  
(Signature)

Heather Marie Diaz  
(Print Name)

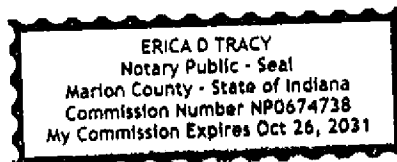
FCL Specialist III  
(Title)

STATE OF Indiana )  
 ) ss:  
COUNTY OF Hamilton )

On this 2nd day of April, 2024, personally appeared before me, a Notary Public, in and for said County and State, Heather Marie Diaz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in the person's authorized capacity, and that by that person's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature: [Signature]  
Notary Public



**Declaration of Mortgage Servicer**  
(Nevada Revised Statute §107.510(6))

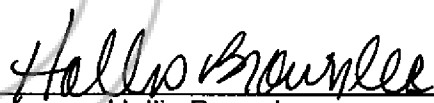
**TS#:** 2024-09128-NV  
**Mortgage Servicer:** Freedom Mortgage Corporation  
**Borrower Name:** Michelle A Hart and Roberto A Rodriguez  
**Property Address:** 762 HORNET DRIVE GARDNERVILLE, NV 89460

The undersigned, as an authorized agent or employee of the mortgage servicer named above, declares that:

1.  The mortgage servicer has contacted the borrower pursuant to NRS 107.510(2), to assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale. Thirty (30) calendar days, or more, have passed since the initial contact was made.
2.  The mortgage servicer has exercised due diligence to contact the borrower pursuant to NRS 107.510(5), to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) calendar days, or more, have passed since these due diligence efforts were satisfied.
3.  No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to NRS 107.410.
4.  During the preceding annual reporting period, the lender has foreclosed on 100 or fewer real properties located in this state and therefore, pursuant to NRS 107.460, the provision of NRS 107.400 to 107.560, inclusive, do not apply.
5.  The loan is not a "residential mortgage loan" as defined in NRS 107.450.

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.

Date: 4/5/2024

  
Name: Hollis Brownlee  
Title: Loss Mitigation Specialist  
Company: Freedom Mortgage Corporation