

DOUGLAS COUNTY, NV

2024-1006617

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04/12/2024 09:50 AM

TITLE365 NEWPORT

SHAWNYNE GARREN, RECORDER

RECORDING REQUESTED BY:

Title365

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 24-00574-NS-NV

Title Order No. : DEF-618323

APN: 1319-30-539-003

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 10/01/2009, executed by Brook J. Engel and Sabina A. Gorecka-Engel, husband and wife, as Trustor, to secure certain 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 beneficiary recorded 10/05/2009 as Instrument No. 751755 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$141,836.00.

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 10/01/2023 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 fee's, 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 (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Nationstar Mortgage LLC
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/**

**Contact the following number to discuss Loan Modification Options: 8888115281 Ext 73062
michael.nguyen@nationstarmail.com**

Attached hereto and incorporated herein by reference 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 name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at:
<http://portal.hud.gov/portal/page/portal/HUD/localoffices>.**

The Property Address: 325 Quaking Aspen Lane Unit C , Stateline NV 89449

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. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated: April 11, 2024

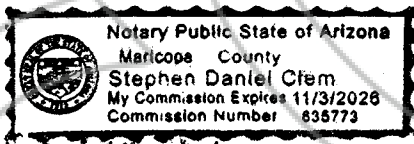
National Default Servicing Corporation, an Arizona Corporation, As Trustee for Lakeview Loan Servicing, LLC


By: **Connie Hernandez**, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On April 11, 2024, before me, the undersigned, a Notary Public for said State, personally appeared **Connie Hernandez**, personally known to me be (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

This is an attempt to collect a debt and any information obtained will be used for that purpose.

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): Brook J. Engel and Sabina A. Gorecka-Engel, husband and wife	Trustee Name and Address: National Default Servicing Corporation 7720 North 16 th Street, Suite 300 Phoenix, Arizona 85020
Property Address: 325 Quaking Aspen Lane Unit C Stateline, NV 89449	Deed of Trust Document Instrument No.: 751755

STATE OF FLORIDA
 COUNTY OF Miami-Dade^{SS}

The affiant, Maria Ayala, a(n) Document Execution Associate of Nationstar Mortgage LLC attorney in fact for Lakeview Loan Servicing, LLC, (Nationstar) being first duly sworn upon oath and under penalty of perjury, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder, and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, as required by Section 107.080(2)(c) of the Nevada Revised Statutes, attests that:

1. I am an authorized representative of the beneficiary, trustee, or servicer of the deed of trust described in the notice of default and election to sell.

2. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's business records, and the information in this affidavit is taken from Nationstar's business records. I have personal knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan. 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) made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c) created by Nationstar as regular practice.

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

National Default Servicing Corporation	7720 N. 16th Street, Suite 300 Phoenix AZ 85020
Full Name	Street, City, County, State, Zip

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

Lakeview Loan Servicing, LLC	c/o Nationstar Mortgage LLC 8950 Cypress Waters Blvd., Coppell, Texas 75019
Full Name	Street, City, County, State, Zip

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

Lakeview Loan Servicing, LLC	c/o Nationstar Mortgage LLC 8950 Cypress Waters Blvd., Coppell, Texas 75019
Full Name	Street, City, County, State, Zip

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

Nationstar Mortgage LLC	8950 Cypress Waters Blvd. Coppell, Texas 75019
Full Name	Street, City, County, State, Zip

7. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

Recorded Date: 11/29/2012
Recorded Number: 813536
Name of Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Guild Mortgage Company, its successors and assigns
Name of Assignee: JPMorgan Chase Bank, National Association

Recorded Date: 05/22/2020
Recorded Number: 2020-946491
Name of Assignor: JPMorgan Chase Bank, National Association
Name of Assignee: Lakeview Loan Servicing, LLC

8. The beneficiary, successor in interest of the beneficiary, or trustee of the deed of trust (a) has actual or constructive possession of the note secured by the deed of trust; or (b) is entitled to enforce the obligation or debt secured by the deed of trust.

9. The beneficiary or 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.

10. 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:

- a. The amount in default;
- b. 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;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the deed of trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (11) below.

11. The borrower or obligor may utilize the following toll-free or local telephone number to obtain the most current amounts due and receive a recitation of the information contained in this Affidavit: (888)-480-2432.

The following is the true and correct signature of the affiant:

Signed By: ma ayala

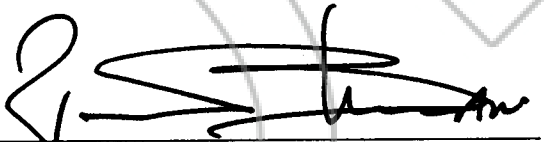
Dated: APR 04 2024

Print Name: Maria Ayala

Title: Assistant Secretary
Nationstar Mortgage LLC attorney in fact for
Lakeview Loan Servicing, LLC

State of FLORIDA
County of MIAMI DADE

Before me, Jacqueline Blenman, a notary public, on
this 4 day of April 2024, personally appeared
Maria Ayala, known to me to be the person whose name is subscribed to
the foregoing document and, being by me first duly sworn, declared that the statements
therein contained are true and correct.



Notary Public's Signature

Jacqueline Blenman

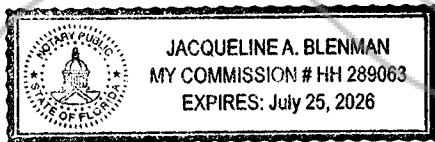
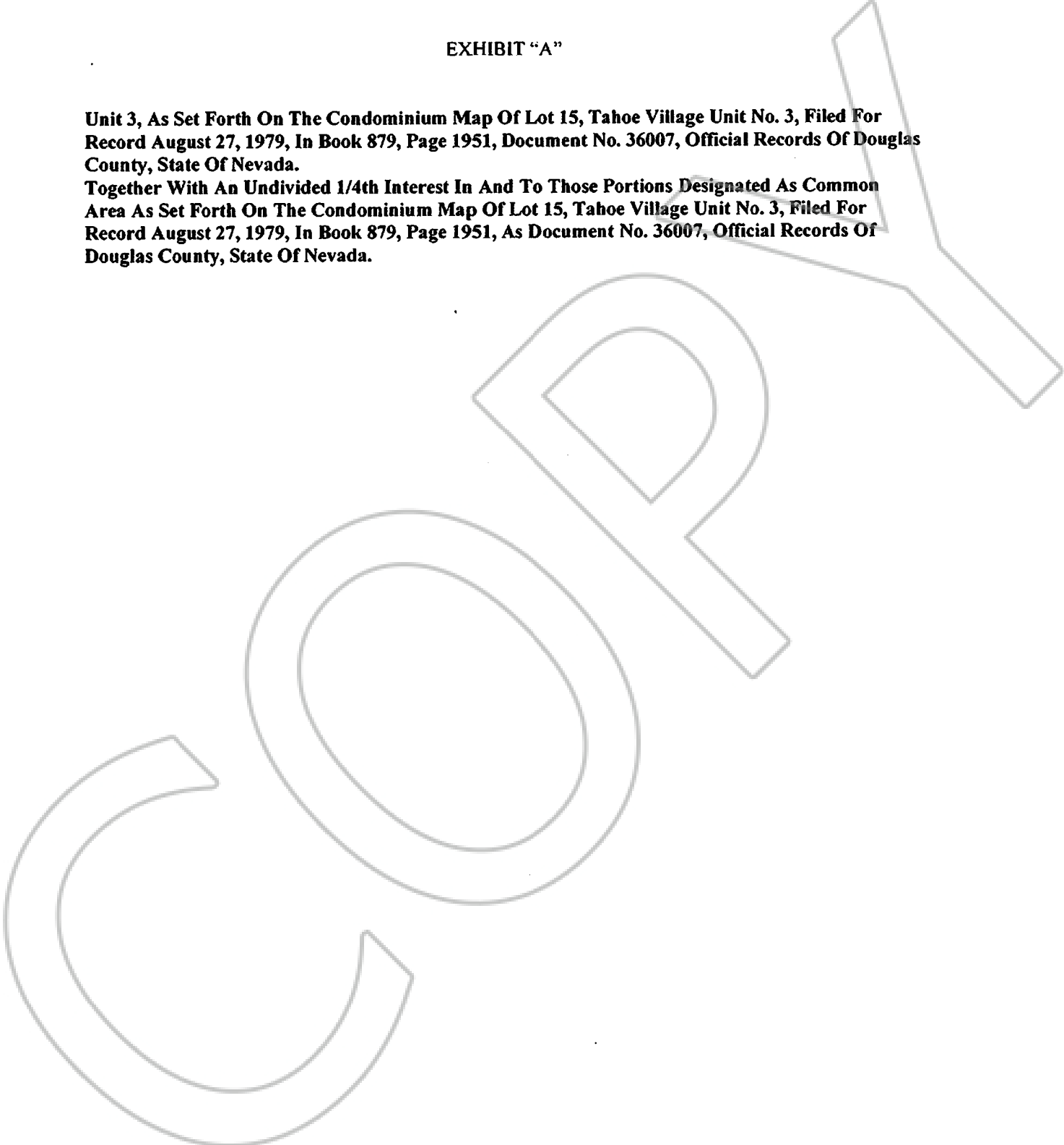


EXHIBIT "A"

Unit 3, As Set Forth On The Condominium Map Of Lot 15, Tahoe Village Unit No. 3, Filed For Record August 27, 1979, In Book 879, Page 1951, Document No. 36007, Official Records Of Douglas County, State Of Nevada.

Together With An Undivided 1/4th Interest In And To Those Portions Designated As Common Area As Set Forth On The Condominium Map Of Lot 15, Tahoe Village Unit No. 3, Filed For Record August 27, 1979, In Book 879, Page 1951, As Document No. 36007, Official Records Of Douglas County, State Of Nevada.



Borrower(s): BROOK J ENGEL AND SABINA A GORECKA ENGEL
Property Address: 325 QUAKING ASPEN LN UNIT C STATELINE , NV 89449
Trustee Sale Number:

**NEVADA DECLARATION OF COMPLIANCE
NRS 107.400 – NRS 107.560**

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

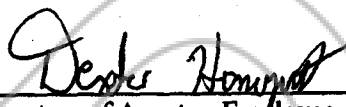
That this Declaration is accurate, complete, and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

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 N.R.S. 107.510(2). Initial contact was made on _____; *or*
2. The mortgage servicer has tried with due diligence to contact the borrower(s) as required by N.R.S. 107.510(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on [REDACTED]; *or* 1-4-2024
3. The requirements of N.R.S. 107.510 do not apply, because:
 - a. The mortgage servicer is exempt pursuant to N.R.S. 107.460 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 N.R.S. 107.410.
 - c. The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in N.R.S. 107.450) 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 N.R.S. 107.560(5), 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-foreclosure notices required by NRS 107.080(2)(c)(3) and N.R.S. 107.500 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 N.R.S. 107.520 and N.R.S. 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

NATIONSTAR MORTGAGE LLC as attorney in fact
for Lakeview Loan Servicing, LLC

Dated: 2-19-24



Signature of Agent or Employee

Dexter Honeycutt

Printed Name of Agent or Employee