

DOUGLAS COUNTY, NV

2024-1011394

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08/22/2024 12:24 PM

WFG NATIONAL TITLE INSURANCE CO

SHAWNYNE GARREN, RECORDER

WFG National-Default Services

APN: 1022-29-411-023

WHEN RECORDED MAIL TO:

Sables, LLC

c/o ZBS Law, LLP

9435 West Russell Road, Suite 120

Las Vegas, Nevada 89148

2510135NVD

TS No. : 24-69725

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL THE REAL PROPERTY UNDER DEED OF TRUST

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 day 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). This amount is **\$367,899.23** as of **8/21/2024** and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, A NEVADA LIMITED LIABILITY COMPANY 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 **4/27/2006**, executed by **KARL H. GRAFF AND MARIE T. GRAFF, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, as trustor to secure obligations in favor of **WELLS FARGO BANK, N.A.**, as Beneficiary, recorded **6/13/2006**, as **Instrument No. 0677075**, **RERECORDED ON 10/09/2006 AS INSTRUMENT NO. 0686014**, of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$450,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees and any advances that may become due, and such sums have not been paid.

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 elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

T.S. No.: 24-69725

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 prior to 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.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Safeguard Credit Counseling Services Inc.
c/o BSI FINANCIAL SERVICES
c/o SABLES, LLC, A NEVADA LIMITED LIABILITY COMPANY
9435 West Russell Road, Suite 120
Las Vegas, NV 89148
Beneficiary Phone: 800-327-7861
Trustee Phone: (702) 664-1774

Property Address: **1980 AUSTIN STREET, GARDNERVILLE, NEVADA 89410**

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.

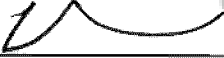
You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can 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.: 24-69725

Dated: 8/21/2024

SABLES, LLC, A NEVADA LIMITED LIABILITY COMPANY, as
Trustee
Sables, LLC
c/o ZBS Law, LLP
9435 West Russell Road, Suite 120
Las Vegas, NV 89148
Phone: (702) 948-8565



Ryan Bradford, Trustee Sale Officer


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

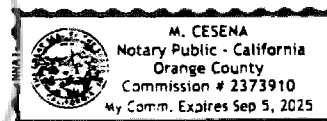
On 8/21/2024, before me, M. Cesena, Notary Public, personally appeared Ryan Bradford who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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



Declaration of Mortgage Servicer Pursuant to NR 107.510

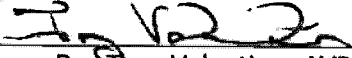
T.S. Number: 24-69725
Borrower(s): KARL H. GRAFF and MARIE T. GRAFF
Mortgage Servicer: BSI FINANCIAL SERVICES
Property Address: 1980 AUSTIN STREET
GARDNERVILLE, NEVADA 89410

The undersigned, as an authorized agent or employee of the mortgage servicer named below, 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) 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) 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 provisions 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.

Dated: 07/30/2024


By: Troy Valentine, AVP

Affidavit of Authority

(Nevada Revised Statute §107.0805 as amended effective June 1, 2013)

Re: TS# 24-69725
Borrower Name: **KARL H. GRAFF and MARIE T. GRAFF**
Property Address: **1980 AUSTIN STREET
GARDNERVILLE, NEVADA 89410**

I, Alicia Stewart, am the AVP of **BSI FINANCIAL SERVICES**, the current servicer for the beneficiary of the deed of trust described in the notice of default and election to sell to which this affidavit is attached (“Deed of Trust”). The following facts are based upon my personal review of documents that are of public record in the State of Nevada and personal knowledge acquired by my personal review of the business records of the beneficiary, 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 of record for the Deed of Trust is **Sables LLC, a Nevada Limited Liability Company, 9435 West Russell Road, Suite 120 Las Vegas, NV 89148**

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is **Safeguard Credit Counseling Services Inc. C/O BSI Financial Services, 314 S. FRANKLIN ST., TITUSVILLE, PA 16354**

1(c). The full name and business address of the current beneficiary for the obligation or debt secured by the Deed of Trust is **Safeguard Credit Counseling Services Inc. C/O BSI Financial Services, 314 S. FRANKLIN ST., TITUSVILLE, PA 16354**

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust is **BSI FINANCIAL SERVICES, 314 S. FRANKLIN ST., TITUSVILLE, PA 16354**

2. From my review of the documents of public record and the business records of the current beneficiary and a title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to Chapter 692A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust.

Recorded On Date: 7/15/2024
Instrument Number: 2024-1010014
Assign From: SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY
SAFEGUARD CREDIT COUNSELING SERVICES INC. ITS
ATTORNEY IN FACT
Assign To: SAFEGUARD CREDIT COUNSELING SERVICES INC.

Recorded On Date: 10/15/2019
Instrument Number: 2019-936610
Assign From: NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE
COMPANY
Assign To: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Recorded On Date: 9/27/2017
Instrument Number: 2017-904683
Assign From: WELLS FARGO BANK, N.A.
Assign To: NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY

3. The current 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.

4. From my review of the documents of public record and the business records of the current beneficiary, 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 of public record and the business records of the current beneficiary, the beneficiary, servicer of the obligation, or an attorney of the beneficiary or servicer has sent to KARL H. GRAFF and MARIE T. GRAFF, 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 number that KARL H. GRAFF and MARIE T. GRAFF may call to receive the most current amounts due and a recitation of the information in this affidavit.

6. The borrower or obligor of the loan secured by the Deed of Trust may call BSI FINANCIAL SERVICES at 800-327-7861 to receive the most current amounts due and a recitation of the information contained in this Affidavit.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on August 15, 2024

By: **BSI FINANCIAL SERVICES**

Alicia Stewart
(Print Name)

Alicia Stewart
(Signature)

AVP
(Title)

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 TEXAS

County of DALLAS

On 08/15/2024, before me, Ashley Azure, Notary Public, personally appeared, **Alicia Stewart**, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ashley Azure
Signature – Ashley Azure

[Notary Seal]

