

RECORDING REQUESTED BY:
LPS Default Title & Closing
3220 El Camino Real
Irvine, CA 92602

WHEN RECORDED MAIL TO:
NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802

DOC# 230818

01/12/2016

04:07PM

Official Record

Requested By
SERVICELINK TITLE AGENCY INC.

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 8 Fee: \$246.00

Recorded By LH RPTT: \$0.00

Book- 0588 Page- 0058



0230818

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 007-396-25 TS No.: 9636-0267 TSG ORDER No.: [REDACTED]-NV-VOO

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: 560 THIRD STREET, EUREKA, NV 89316

NOTICE IS HEREBY GIVEN THAT: NBS Default Services, LLC is the duly appointed substituted trustee under a Deed of Trust dated 11/21/2012, executed by NEIL TERRY AND ALEXANDRIA WEAVER-TERRY, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR GREATER NEVADA MORTGAGE SERVICES, ITS SUCCESSORS AND ASSIGNS, recorded on 11/28/2012 as Document No.: 222186, Book No.: 542, Page No.: 159, and re-recorded on 01/09/2013, Document No.: 223637, as Book No.: 546, Page No.: 212, of Official Records in the Office of the County Recorder of Eureka County, Nevada securing, among other obligations: One note(s) for the original sum of \$112,917.00 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 08/01/2015, 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.

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 NBS 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 the 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:

NBS Default Services, LLC
301 E. Ocean Blvd. Suite 1720
Long Beach, CA 90802
800-766-7751

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

U.S. Bank National Association
Department: Loss Mitigation Department
Phone: 1-855-698-7627

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale pursuant to NBS 107.080.

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department Housing and Urban Development (HUD): Washoe County Dept. of Senior Services. 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; and Southern Nevada Regional Housing Authority, 702-922-7052, <http://www.snvrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/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.



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Please be advised NBS 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: January 8, 2016

NBS Default Services, LLC

BY: *Nancy Young*
Nancy Young

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.

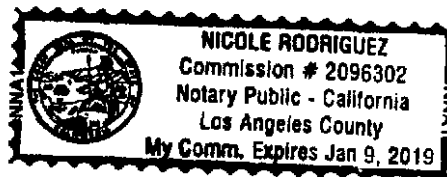
State of California
County of Los Angeles

On 1/11/16 before me, Nicole Rodriguez Notary Public, personally appeared, Nancy Young, 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.

Nicole Rodriguez
Notary Public



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T.S. No: 9636-0267
APN: 007-396-25

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO
SELL
[NRS § 107.080]**

Property Owners:
NEIL TERRY, ALEXANDRIA WEAVER-
TERRY

Trustee Address:

301 E. Ocean Blvd. Suite 1720
Long Beach, CA, 90802

Property Address:

560 THIRD STREET
EUREKA, NV, 89316

Deed of Trust Document Instrument Number
: 222186 and re-recorded on
01/09/2013, as Document No.: 223637,

The affiant, Kimberly D. Osborne, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter "Deed of Trust") in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an employee of U.S. Bank National Association or I am otherwise authorized to sign documents on its behalf. I am duly authorized to execute this affidavit for U.S. Bank National Association in its capacity as the current beneficiary of the subject Deed of Trust or servicer for the beneficiary of the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit is attached.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

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

NBS Default Services, LLC
Full Name

301 E. Ocean Blvd. Suite 1720, Long Beach, CA 90802
Street, City, County, State, Zip

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

U.S. Bank National Association
Full Name

4801 Frederica Street, Owensboro, KY 42301
Street, City, County, State, Zip

APN: 007-396-25

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File No.: 9636-0267



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

U.S. Bank National Association
Full Name

4801 Frederica Street, Owensboro, KY 42301
Street, City, County, State, Zip

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

U.S. Bank National Association
Full Name

4801 Frederica Street, Owensboro, KY 42301
Street, City, County, State, Zip

2. The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3. 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 parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure 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 written 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;
- f. contact information for obtaining the most current amounts due and a local or toll-free telephone number that the obligor or borrower of the obligation or debt could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4. 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 is:

1-855-698-7627

Local or toll-free telephone number

5. The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust in accordance with the standards set forth in Nevada Revised Statutes § 51.135; (c) information contained in the records of the recorder of the county in which the property is located; or (d) the 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 the Nevada Revised Statutes:

Recorded Date	Recording Number	Name of Assignee
09/28/2015	Document No.: 0229882	U.S. BANK NATIONAL ASSOCIATION

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

Dated this 4th day of January, 2016.

U.S. BANK NATIONAL ASSOCIATION

Signed by:

Kimberly D. Osborne

Printed Name of Affiant:

Kimberly D. Osborne, Officer

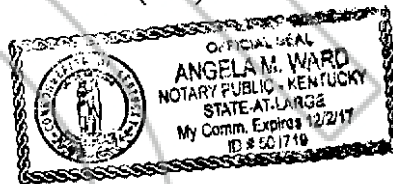
State of Kentucky
County of Daviess

The foregoing instrument was subscribed and sworn to before me this 1/4/2016 (date)
by Kimberly D. Osborne, Officer (name(s) and title(s) of authorized signer(s)) of U.S. Bank National
Association, a federally-chartered banking association, on behalf of U.S. Bank National Association.

Angela M. Ward
(Signature of notary)

Notary Public, State at Large
(Title or rank)

(seal)



NEVADA CERTIFICATE OF COMPLIANCE

Nevada Revised Statutes §105.510

Borrower(s): NEIL TERRY, ALEXANDRIA WEAVER-TERRY
Mortgage Servicer: U.S. Bank National Association
Loan Number: 9902729828
Property Address: 560 THIRD STREET
EUREKA, NV 89316
T.S No: 9636-0267

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

- ☐ The mortgage servicer has contacted Borrower pursuant to Nevada Revised Statutes § 105.510 to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
- ☐ The mortgage servicer has exercised due diligence to contact the borrower pursuant to Nevada Revised Statutes § 105.510 "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.
- ☒ No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to Nevada Revised Statutes § 107.040.
- ☐ The requirements of Nevada Revised Statutes § 105.510 do not apply because the loan is not secured by first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by Nevada Revised Statutes § 107.086.

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, which the mortgage servicer has reviewed including my review of the mortgage servicer's business records to substantiate the borrower's default and right to foreclose, including the borrower's loan state and loan information.

Executed on November 18, 2015, at Owensboro, Kentucky

U.S. Bank National Association

By: Audra L. Casey
[Name of signor]

Audra L. Casey, Assistant Vice President



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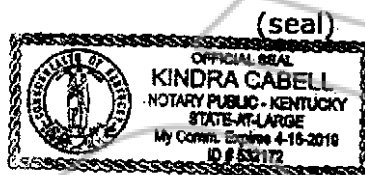
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State of Kentucky
County of Daviess

The foregoing instrument was subscribed and sworn to before me this 12-28-15
(date), by Audra L. Casey, Assistant Vice President (name(s) and title(s) of authorized
affiant(s)) of U.S. Bank National Association, a federally chartered banking
association, on behalf of U.S. Bank National Association.

K. Cabell
(signature of notary)

State at Large
(title or rank)



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Edited 02/04/2015