

APN 001-230-15

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103

EUREKA COUNTY, NV	<b>2019-238037</b>
Rec:\$285.00	
\$285.00 Pgs=6	<b>02/11/2019 08:56 AM</b>
SERVICELINK TITLE AGENCY INC.	
LISA HOEHNE, CLERK RECORDER	

TS No. NV1200001-19-1

TO No. 190650637-NV-VOO

Commonly known as: 40 WHISTLER STREET, EUREKA, NV 89316

### **NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of October 12, 2016, executed by DAVID W. HICKS AND KIMBERLY K. HICKS, HUSBAND AND WIFE AS TENANTS IN COMMON, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for MANN MORTGAGE, LLC as original Beneficiary, recorded October 18, 2016 as Instrument No. 0232072 in Book 596, on Page 0309 of official records in the Office of the County Recorder of Eureka County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$161,464.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: Failed to pay payments which became due September 1, 2018 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust 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**

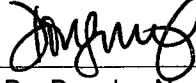
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, 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 determine if reinstatement is possible and the amount, if any, to cure the default, contact:

FREEDOM MORTGAGE CORPORATION  
c/o TRUSTEE CORPS  
TS No: NV12000001-19-1  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300  
TDD: 800-326-6868

Dated: February 5, 2019

MTC Financial Inc. dba Trustee Corps, as Duly Appointed  
Successor Trustee



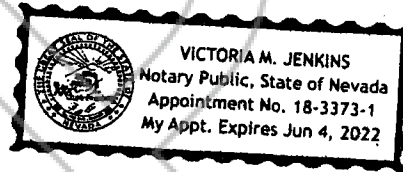
By: Douglas Nunez, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on February 5,  
2019, by DOUGLAS NUNEZ.

Victoria M. Jenkins  
Notary Public Signature

Victoria M. Jenkins  
Printed Name



My Commission Expires: June 04, 2022

Trustee Corps may be acting as a debt collector attempting to collect a debt.  
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of  
bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or  
informational purposes only and does not constitute an attempt to collect a debt or to impose  
personal liability for such obligation. However, a secured party retains rights under its security  
instrument, including the right to foreclose its lien.

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE**

Property Owners:

DAVID W HICKS  
KIMBERLY K HICKS

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Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

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Property Address:

40 WHISTLER STREET  
EUREKA, NV 89316

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Deed of Trust Document:

0232072 Book 596 Page 0309

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Affiant, Lisa K Thomas, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which Affiant 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, which business records must meet the standards set forth in NRS 51.135:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps  
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: FREEDOM MORTGAGE CORPORATION  
Address: 907 Pleasant Valley Ave #3, Mount Laurel, NJ 08054

Current Beneficiary: FREEDOM MORTGAGE CORPORATION  
Address: 907 Pleasant Valley Ave #3, Mount Laurel, NJ 08054

Current servicer: Freedom Mortgage Corporation  
Address: 907 Pleasant Valley Ave #3, Mount Laurel, NJ 08054

- 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 that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

- 3) 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:
- (I) 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;
  - (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 exercise of the power of sale; and
  - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.
- 4) A 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 the Affidavit: (800) 201-1622.

5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

**Deed of Trust**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for MANN MORTGAGE, LLC

Recorded: October 18, 2016

Instrument: 0232072 Book 596 Page 0309

**Recorded Assignment(s)**

FREEDOM MORTGAGE CORPORATION

Recorded: January 14, 2019

Instrument: 2019-237670

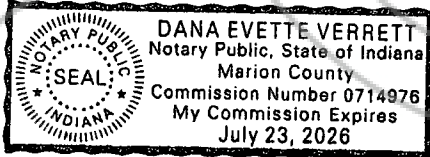
I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on February 1, 2019.

Lisa K Thomas  
Signature  
Lisa K Thomas  
Name  
FCL Specialist III  
Title

State of Indiana  
County of Hamilton

Lisa K. Thomas, an employee of Freedom Mortgage Corporation, appeared before me, this 1 day of February, 2019, and after being duly sworn, executed this Affidavit on its behalf.

Dana E Verrett  
Notary Public



Borrower(s): DAVID W HICKS  
KIMBERLY K HICKS  
Property Address: 40 WHISTLER STREET  
EUREKA, NV 89316  
T.S No: NV12000001-19-1

**DECLARATION OF COMPLIANCE**  
(SB321 Section11)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1.  The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b).
2.  The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order 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 due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3.  No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:
  - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;
  - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4.  The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan 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).
5.  The requirements set forth in SB 321 Section 11 do not apply because the subject entity has foreclosed on 100 or fewer real property located in this State which constitute owner-occupied housing.

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: 2/01/19

FREEDOM MORTGAGE CORPORATION

Albert Peña  
By: Albert Peña  
Title: Specialist