

EUREKA COUNTY, NV

2019-239461

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08/22/2019 11:54 AM

SERVICELINK TITLE AGENCY INC.

LISA HOEHNE, CLERK RECORDER

APN: 002-054-14

WHEN RECORDED MAIL TO:

Clear Recon Corp

4375 Jutland Drive, Suite 200

San Diego, CA 92177-0935

Phone: (866) 931-0036

TS No.: 083192-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

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

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP is the duly appointed Trustee under a Deed of Trust dated 2/13/2013, executed by **MICHAEL P HARTER, A SINGLE MAN**, as trustor in favor of the beneficiary thereunder, recorded 2/20/2013, as **Instrument No. 223800 in Book 0547 Page 0266**, of Official Records in the office of the County recorder of **Eureka**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$133,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; 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:

Installment of Principal and Interest plus impounds and/or advances which became due on 2/1/2019 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, **EAGLE HOME MORTGAGE OF CALIFORNIA**, 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.

T.S. No.: 083192-NV

Property Address as identified in the Deed of Trust is: **4020 EUREKA AVENUE
CRESCENT VALLEY, NV 89821**

HUD Approved local counseling agency: Housing for Nevada, (702) 270-0300

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

EAGLE HOME MORTGAGE OF CALIFORNIA c/o Dovenmuehle Mortgage, Inc
1 Corporate Drive Suite 360,
Lake Zurich IL 60047
Phone: (866) 931- 0036

Loan Modification contact information: EAGLE HOME MORTGAGE OF CALIFORNIA c/o
Dovenmuehle Mortgage, Inc, Loss Mitigation Dept. (866) 931-0036

For Foreclosure status, contact:

Clear Recon Corp
4375 Jutland Drive
San Diego, California 92117
Phone: (866) 931-0036

Dated: 8/20/2019

CLEAR RECON CORP

By: *Shella Domilos*

SHELLA DOMILOS

Authorized Signatory for Trustee

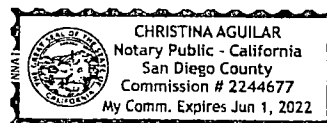
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }ss.

On **AUG 20 2019** before me **Christina Aguilar** Notary Public, personally appeared **SHELLA DOMILOS** 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 *Christina Aguilar* (Seal)



NRS 107.080 Compliance Affidavit

APN: 002-054-14

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners: MICHAEL P HARTER

Trustee's Name and Current Address: Clear Recon Corp 4375 Jutland Drive, Suite 200, San Diego, CA, 92117

Property Address: 4020 EUREKA AVENUE CRESCENT VALLEY, NV 89821

Deed of Trust Document Instrument: Recorded on 2/20/2013, as Instrument No. 223800, in Book 0547, Page 0266.

STATE OF ILLINOIS)
COUNTY OF LAKE) ss:

The affiant, Amber Cowan, being first duly sworn upon oath, based on direct, personal knowledge, which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the servicer of the obligation or debt secured by the deed of trust, and under penalty of perjury attests that I am an authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

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. I have personal knowledge of EAGLE HOME MORTGAGE OF CALIFORNIA (hereinafter "Current Beneficiary") procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by Current Beneficiary in the course of regularly conducted business activity; and it is the regular practice of Current Beneficiary to make such records. I have reviewed certain business records of Current Beneficiary concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Current Beneficiary as they have been kept by Current Beneficiary in the course of regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.
2. The full name and business address of the current trustee or the current trustee's representative or assignee is:

CLEAR RECON CORP
Full Name

4375 Jutland Drive, Suite 200, San Diego, CA, 92117
Street, City, State, Zip

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

EAGLE HOME MORTGAGE OF CALIFORNIA : 15550 LIGHTWAVE DRIVE SUITE 200,
CLEARWATER, FLORIDA 33760

Full Name Street, City, State, Zip

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

EAGLE HOME MORTGAGE OF CALIFORNIA : 15550 LIGHTWAVE DRIVE SUITE 200,
CLEARWATER, FLORIDA 33760

Full Name Street, City, State, Zip

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

EAGLE HOME MORTGAGE OF CALIFORNIA : 15550 LIGHTWAVE DRIVE SUITE 200,
CLEARWATER, FLORIDA 33760

Full Name Street, City, State, Zip

3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust or the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt 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 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 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;
 - 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;
 - 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 obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at (866) 931-0036.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which the affiant acquired by (1) 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 meet the standards set forth in NRS 51.135), (2) by information contained in the records of the recorder of the county in which the property is located, (3) was obtained by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS, or (4) is possessed directly:

Assign From:	Assign To:	Recorded On Date:	Instrument Number:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS BENEFICIARY, AS NOMINEE FOR UNIVERSAL AMERICAN MORTGAGE COMPANY OF CALIFORNIA, ITS SUCCESSORS AND ASSIGNS	EAGLE HOME MORTGAGE OF CALIFORNIA	7/23/2019	2019-239304

- 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.
- Following is the true and correct signature of the affiant:

Dated this 13th day of August, 2019.

Affiant On Behalf Of: EAGLE HOME MORTGAGE OF CALIFORNIA

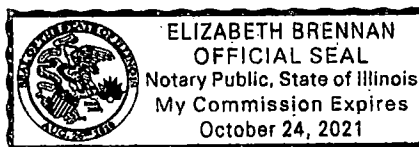
Signed By: Amber Cowan

Print Name: Amber Cowan Authorized Signer

STATE OF Illinois)
) ss:
 COUNTY OF Lake)

On this 13 day of August, 2019, personally appeared before me, a Notary Public, in and for said County and State, Amber Cowan, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he~~(she)~~ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Elizabeth Brennan
 NOTARY PUBLIC IN AND FOR
 SAID COUNTY AND STATE



NEVADA DECLARATION OF COMPLIANCE
NRS 107.510


Borrower(s): MICHAEL P HARTER
Mortgage Servicer:
EAGLE HOME MORTGAGE OF CALIFORNIA
Property Address: 4020 EUREKA AVENUE
CRESCENT VALLEY, NV 89821

The undersigned authorized representative declares that the mortgage servicer's business records reflect one of the following:

- The mortgage servicer contacted the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by NRS 107.510 (2). Thirty days have passed since the initial contact was made.
- The mortgage servicer tried with due diligence but was unable to contact the borrower as required by NRS 107.510 (5). *Thirty days have passed since these due diligence efforts were satisfied.*
- The mortgage servicer was not required to comply with 107.510, because the individual does not meet the definition of a "borrower" under NRS 107.410 since the individual:
 - is not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan
 - has surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person
 - has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure or trustee's sale.
- The mortgage servicer was not required to comply with 107.510 because, under NRS 107.460, it is a financial institution, as defined in NRS 660.045, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this state which constitute owner-occupied housing, as defined in NRS 107.080.

Dated: 7/3/2019

EAGLE HOME MORTGAGE OF CALIFORNIA

By: 

Print Name: Christopher Miranda
Authorized Signer