

APN 003-183-01

RECORDING REQUESTED BY:

~~WHEN RECORDED MAIL TO:~~TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103AFTER RECORDING RETURN TO:  
DOCUMENT PROCESSING SOLUTIONS, INC.  
590 W. LAMBERT RD.  
BREA, CA 92821

0144001

TS No NV05000070-13-1

TO No. 733-1300378-70

Commonly known as: 293 HILL STREET, CALIENTE, NV 89008

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

NOTICE IS HEREBY GIVEN THAT: **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 31, 2007, executed by LASCA SCHOFIELD, AS SURVIVING JOINT TENANT, as Trustor, to secure obligations in favor of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B. as Beneficiary under a Deed of Trust recorded November 9, 2007 as Instrument No. 0130161 in Book 236, on Page 0622 of official records in the Office of the County recorder of Lincoln 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 \$115,500.00 (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 the balance of the principal sum which became due.

**THE SUBJECT DEED OF TRUST IS A REVERSE MORTGAGE THAT BECAME ALL DUE AND PAYABLE ON November 25, 2012 FOR ONE AND/OR MORE OF THE FOLLOWING BREACHES:**

- 1) **WITHIN 30 DAYS OF THE DATE OF DEATH OF THE LAST SURVIVING BORROWER, BENEFICIARY HAS BEEN PRESENTED WITH SUFFICIENT EVIDENCE AND DOES HEREBY REPRESENT THAT TO THE BEST OF THEIR BELIEF AND KNOWLEDGE THE LAST SURVIVING BORROWER UNDER THE NOTE AND DEED OF TRUST IS DECEASED.**
- 2) **ALL OF A BORROWER'S TITLE IN THE PROPERTY (OR HIS/HER BENEFICIAL INTEREST IN A TRUST OWNING ALL OR PART OF THE PROEPRTY) IS SOLD OR TRANSFERRED AND NO OTHER BORROWER RETAINS TITLE.**
- 3) **THE PROPERTY CEASES TO BE THE PRINCIPAL RESIDENCE OF A BORROWER FOR REASONS OTHER THAN DEATH AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE OTHER BORROWER.**
- 4) **AN OBLIGATION OF THE BORROWER UNDER SAID NOTE AND DEED OF TRUST WAS NOT PERFORMED.**

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 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.



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### 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:

OneWest Bank, FSB  
c/o Trustee Corps  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone: 949-252-8300 REF# NV05000070-13-1

Dated: September 9, 2013

TRUSTEE CORPS  
as Duly Appointed Successor Trustee

By: Phally Eng, Authorized Signatory

State of NEVADA  
County of CLARK

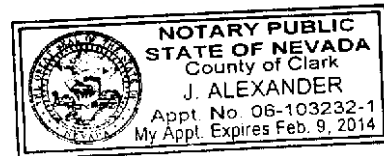
This instrument was acknowledged before me on \_\_\_\_\_  
2013, by PHALLY ENG.

September 10,

Notary Public Signature

Printed Name

My Commission Expires: 2-9-14



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.



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

Property Owners(s):

LASCA SCHOFIELD

Trustee Address:

17100 Gillette Ave  
 Irvine, CA 92614

Property Address:

293 HILL STREET  
 CALIENTE, NV 89008

Deed of Trust Document Instrument Number:

0130161 Book 236 Page 0622

STATE OF Texas )  
 COUNTY OF Travis )

ss:

The affiant, James Mosley, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the "reverse mortgage" deed of trust recorded as instrument number 0130161 Book 236 Page 0622

I am a(n) Assistant Secretary of OneWest Bank, FSB ("OneWest"). In the regular performance of my job functions, I am familiar with business records maintained by OneWest for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in OneWest's record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by OneWest. It is the regular practice of OneWest's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by personally examining these business records.

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(a). The full name and business address of the current trustee, or the current trustee's representative or the assignee is:

<u>MTC Financial Inc. dba Trustee Corps</u>	<u>17100 Gillette Ave</u>
Full Name	Street, City, State, Zip
	<u>Irvine, CA 92614</u>

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is:



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OneWest Bank, FSB	2900 ESPERANZA CROSSING AUSTIN, TX 78758
Full Name	Street, City, State, Zip

1(c). The full name and business address of the current beneficiary of record of the Deed of Trust is:

OneWest Bank, FSB	2900 ESPERANZA CROSSING AUSTIN, TX 78758
Full Name	Street, City, State, Zip

1(d). The full name and business address of the servicer(s) of the obligation or debt secured by the Deed of Trust is:

Financial Freedom, a division of OneWest Bank, FSB	2900 ESPERANZA CROSSING AUSTIN, TX 78758
Full Name	Street, City, State, Zip

2. 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, successor in interest of the beneficiary, or trustee of the Deed of Trust is entitled to enforce the obligation or debt secured by the Deed of Trust.

3. The beneficiary, successor in interest of the beneficiary, or trustee of 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 of:

- a. The amount of payment required to make good the deficiency in performance or payment and 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, unless reinstatement is not permitted under the terms of the reverse mortgage debt because of the nature of the obligor or borrower's default;
- b. The amount in default;
- c. The unpaid principal amount of the obligation or debt secured by the Deed of Trust;
- d. The amount of accrued interest and late charges, if any;
- e. A good faith estimate of the amount of fees imposed in connection with the exercise of the power of sale; and
- 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, as well as a recitation of the information contained herein.

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, as well as a recitation of the information

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contained herein, is (866) 727-4303.

5. The following is information regarding each recorded assignment of the Deed of Trust: and is based upon the direct, personal knowledge of the affiant, which the affiant acquired independently or by (1) a review of the business records described in paragraph 1 above, (2) information contained in the records of the recorder of the county in which the property is located, (3) 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:

<u>11/09/2007</u>	<u>0130161 Book 236 Page 0622</u>	<u>FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.</u>
Date	Document Instrument Number	Name of Assignee

(List information regarding prior instruments in the same format)

<u>10/09/2009</u>	<u>0134359 Book 251 Page 0290</u>	<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC</u>
Date	Document Instrument Number	Name of Assignee

<u>08/15/2013</u>	<u>Book 281 Page 143</u>	<u>OneWest Bank, FSB</u>
Date	Document Instrument Number	Name of Assignee

Dated this \_\_\_\_\_ day of AUG 30 2013, 2013.

OneWest Bank, FSB

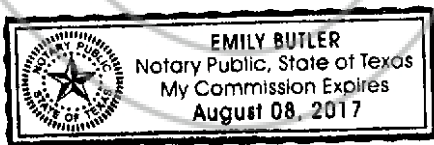
Signed By: *James Mosley*

Print Name: James Mosley

Assistant Secretary

State of Texas  
County of Travis

Sworn to and subscribed before me this AUG 30 2013 day of \_\_\_\_\_, 2013 by James Mosley



*Emily Butler*  
Notary Public's Signature