

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 13-32196-JP-NV

Title Order No. : 61303282

APN: 001-250-04



**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

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 days 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).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 11/02/2005, executed by Daniel J. Malloy, A Married Man, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for First Colony Mortgage Corporation, its successors and assigns as beneficiary recorded 11/07/2005 as Instrument No. 125489 (or Book, Page) of the Official Records of LINCOLN County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$164,600.00.

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 :

The installments of principal and interest which became due on 07/01/2013 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.



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While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

JPMorgan Chase Bank, National Association
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sites/

Contact the following number to discuss Loan Modification Options: 866-550-5705

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale 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 the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 9 Bartollo Road nka 1065 Bartollo Road, Pioche NV 89043

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. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.



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That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated : 11-25, 2013

National Default Servicing Corporation, As Trustee for JPMorgan Chase Bank, National Association

Helen Rayburn
By: Helen Rayburn, Trustee Sales Processor

State of: Arizona
County of: Maricopa

On 11/25, 2013, before me, the undersigned, a Notary Public for said State, personally appeared **Helen Rayburn** personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Lindsay Roseboom

This is an attempt to collect a debt and any information obtained will be used for that purpose.



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

Borrowers Identified in Deed of Trust:
Daniel J. Malloy, A Married Man

Trustee Address:
7720 N. 16th Street, Suite 300
Phoenix AZ 85020

Property Address:
9 Bartollo Road
nka 1065 Bartollo Road
Pioche NV 89043

Deed of Trust Document Instrument
Number:
125489

I, Crystal Shepherd, being first duly sworn, under penalty of perjury
state as follows:

1. I am a Vice President of JPMorgan Chase Bank, National Association (Chase), the current beneficiary of the deed of trust or the authorized representative of the current beneficiary. I am over the age of 18 and competent to testify as to the matters stated herein.
2. I have access to Chase s electronic mortgage servicing system, documents and other records (together the business records), maintained in the ordinary course of the regularly conducted business activity of servicing mortgage loans. I have received training on how those business records are kept and maintained, and I make this Affidavit based on the personal knowledge I acquired by a review of the business records of Chase for the debt obligation for this Deed of Trust (identified in the caption above).



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3. The following subparagraphs list contact information that I understand is required to be provided in this Affidavit:
 - a. The full name and business address of the trustee for the Deed of Trust (identified in the caption above) is National Default Servicing Corporation, located at 7720 N. 16th Street, Suite 300, Phoenix, AZ 85020.
 - b. The full name and address of the servicer of the loan obligation for the Deed of Trust (identified in the caption above) is JPMorgan Chase Bank, National Association, located at 3415 Vision Drive Columbus, OH 43219.
 - c. The full name and address of the current beneficiary of record (and holder of the note) for the Deed of Trust (identified in the caption above) is JPMorgan Chase Bank, National Association, located at 3415 Vision Drive, Columbus OH 43219.
4. 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.
5. I confirm that 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 when permissible under Nevada law.
6. 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:



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- 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 in connection with the exercise of the power of sale; and
 - f. Contact information for obtaining the most current amounts due, including the local or toll-free number.
7. The Contact information provided for obtaining the most current amounts due in the written statement above, 1-888-290-4323 may also be contacted by the obligor or borrower of the obligation or debt for a recitation of the information contained in this affidavit.
8. I make the statements in this paragraph based on my personal knowledge acquired by a review of the business records of Chase, information contained in the records of the recorder of the county in which the property is located; or the 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 NRS.
- a. The date, recordation number (or other unique designation of), the name of each assignee under each recorded assignment of the deed of trust is as follows:

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Date **Recording No.** **Assignee Name**
05/19/2006 126541 JPMorgan Chase Bank, N.A.

Dated this 5th day of November, 2013.

By: Crystal Shepherd
Signature

Name: Crystal Shepherd Vice President
Printed JPMorgan Chase Bank, NA

Subscribed and sworn to before me in said county this 5 day of Nov, 2013 by
Crystal Shepherd.

Tara L. Tucker, Notary Public
Tara L. Tucker

State of Ohio
County of Franklin
My Commission expires: 05/26/18



TARA L. TUCKER
Notary Public, State of Ohio
My Comm. Expires 05/26/2018

Personally Known OR
Produced Identification

Type of Identification Produced:
