

Official Record

Recording requested By
SERVICELINKLincoln County - NV
Leslie Boucher - RecorderFee: \$245.00 Page 1 of 7
RPTT: Recorded By: AE
Book- 288 Page- 0657

APN: 013-030-36

WHEN RECORDED MAIL TO:

Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117

0145775

CCT-46709

TS No.: 010319-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 TO CAUSE
SELL OF 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 7/11/2007, executed by **BARBARA J SCOVILLE, AN UNMARRIED WOMAN**, as trustor in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS**, recorded 8/7/2007, under instrument no. **0129638**, in book **234**, page **0232**, of Official Records in the office of the County recorder of **Lincoln**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$211,300.00**, 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 12/1/2011 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 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.: 010319-NV

Property Address as identified in the Deed of Trust is: **4939 LONG ACRES LANE,
HIGHLAND KNOLLS, NV 89008
(FKA HC 34 BOX 34, CALIENTE
NV 89008-9601)**

HUD Approved local counseling agency: Housing for Nevada
1(702)270-0300

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

M & T Bank
4425 Ponce de Leon Blvd - 5th Floor
Coral Gables, Florida 33146-1837

Phone: 800-724-1633

Loan Modification contact information: M & T Bank, Loss Mitigation Dept.

For Foreclosure status, contact:
Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117
Phone: 858-750-7600

Dated 7/22/14

CLEAR RECON CORP.

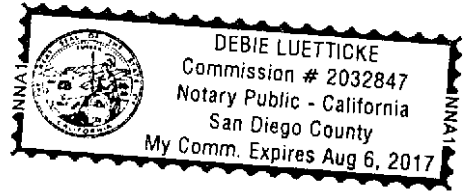
By: *Patrick Perez*
Patrick Perez, Authorized Signatory for Trustee

State of California)
County of San Diego} ss.

On JUL 22 2014 before me DEBIE LUETTICKE Notary Public, personally
appeared PATRICK PEREZ 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 *Debie Luetticke* (Seal)





NRS 107.080 Compliance Affidavit

APN: 013-030-36

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

Property Owners:
Barbara J. Scoville

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

Property Address:
4939 Long Acres Lane
Highland Knolls, NV 89008
(FKA HC 34 Box 34
Caliente, NV 89008-9601)

Deed of Trust Document Instrument
Recorded on 08/07/2007 as Instrument
Number 0129638 Book 234 Page 0232

STATE OF Florida)
)
COUNTY OF Miami-Dade)

ss:

The affiant, Jennifer Weinstock, 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 M&T BANK (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, County, State, Zip

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

M&T Bank
Full Name

4425 Ponce De Leon, 5th Floor
Coral Gables, FL 33146-1837
Street, City, County, State, Zip

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

M&T Bank
Full Name

4425 Ponce De Leon, 5th Floor
Coral Gables, FL 33146-1837
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:

Bayview Loan Servicing, LLC
Full Name

4425 Ponce De Leon, 5th Floor
Coral Gables, FL 33146-1837
Street, City, County, 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) 709-3400.



**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): Barbara Scoville
Property Address: HC 34 BOX 34 Caliente, NV 89008
Trustee Sale Number:

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

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. [] The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on _____, 201____; *or*
2. [X] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on April 10, 2014; *or*
3. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
 - a. [] The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. [] The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
 - c. [] The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is 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).
 - d. [] The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant



terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number:
Page 2

Bayview Loan Servicing, LLC as Attorney in Fact for
M&T Bank

Dated: 4/10/14

Signature of Agent or Employee

Mark Churchill

Printed Name of Agent or Employee