

**Official Record**Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$245.00

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RPTT:

Recorded By: HB

Book- 291 Page- 0668



0146522

APN 003-084-08

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

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

TS No. NV08000762-14-1

TO No. 8491291

Commonly known as: 342 MAIN 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: **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 January 26, 2006, executed by M RHETT BUTLER, AND LINDA E BUTLER, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for COUNTRYWIDE HOME LOANS, INC. as original Beneficiary, recorded February 16, 2006 as Instrument No. 125957 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 \$86,400.00 (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 July 1, 2010 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 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 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.



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

The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of  
CWABS, Inc. Asset-Backed Certificates, Series 2006-5  
c/o TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300 TS No: NV08000762-14-1

Dated: December 16, 2014

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

By: Amanda Foht, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on  
2014, by AMANDA FOHT.

December 16

Notary Public Signature

Christina Rourke

Printed Name



My Commission Expires:

5/3/17

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:

M RHETT BUTLER  
LINDA E BUTLER

Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

342 MAIN STREET  
CALIENTE, NV 89008

Deed of Trust Document Instrument Number:

125957

STATE OF ARIZONA )

COUNTY OF MARICOPA )

) ss:  
)

The Affiant, Toni Mills, based on personal knowledge, which the Affiant acquired through a review of public records and 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 to the following information, as required by NRS 107.080(2)(c):

1. I am the 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").
2. I have personal knowledge of Green Tree Servicing LLC's 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 Green Tree Servicing LLC in the course of regularly conducted business activity; and it is the regular practice of Green Tree Servicing LLC to make such records.
3. I have reviewed certain business records of Green Tree Servicing LLC concerning the Account, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Green Tree Servicing LLC as they have been kept 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.



4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

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

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

The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of CWABS, Inc. Asset-Backed Certificates, Series 2006-5	600 Landmark Towers
Full Name	345 Saint Peter Street
	St. Paul, MN 55102
	Street, City, State, Zip

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

The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of CWABS, Inc. Asset-Backed Certificates, Series 2006-5	600 Landmark Towers
Full Name	345 Saint Peter Street
	St. Paul, MN 55102
	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:

GREEN TREE SERVICING LLC	600 Landmark Towers
Full Name	345 Saint Peter Street
	St. Paul, MN 55102
	Street, City, State, Zip

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



6. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities 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 in connection with 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 and a recitation of the information contained in this affidavit.
  
7. The obligor or borrower(s) of the obligation of debt may call (800) 201-1622 to explore loss mitigation alternatives or to receive the most current amounts due and a recitation of the information contained in this Affidavit.
  
8. Information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on:
  - a. the direct, personal knowledge of the Affiant, which the Affiant acquired independently, or
  - b. 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 meet the standards set forth in NRS 51.135),
  - c. by a review of information contained in the records of the recorder of the county in which the property is located, or
  - d. 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:

THE BANK OF NEW YORK MELLON FKA  
 THE BANK OF NEW YORK AS TRUSTEE  
 FOR THE CERTIFICATEHOLDERS OF  
 THE CWABS, INC., ASSET-BACKED  
 CERTIFICATES, SERIES 2006-5  
 Name of Assignee

10/10/2011  
 Date

0139552  
 Recordation Number



9. The beneficiary, 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.

10. Following is the true and correct signature of the Affiant:

Dated: 12-11-14

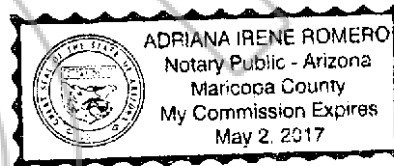
THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2006-5 BY GREEN TREE SERVICING LLC, IT'S ATTORNEY IN FACT

*Toni Mills*  
By: Toni Mills, Foreclosure Supervisor

STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 11 day of December, 2014 by Toni Mills, Foreclosure Supervisor of Green Tree Servicing LLC, it's attorney in fact for The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-5, a Delaware Limited Liability Company, on behalf of the Company.

*Adriana Romero*  
Notary for State of Arizona  
# 321215  
Commission expires: 5.2.17





### NEVADA DECLARATION OF COMPLIANCE (NRS 107 §11(6))

Borrower(s): RHETT AND LINDA BUTLER  
Mortgage Servicer: Green Tree Servicing LLC  
Property Address: 342 MAIN ST CALIENTE NV 89008

T.S No:

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

1.  The mortgage servicer has contacted the Borrower to "assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, advise the borrower that he or she has the right to request a subsequent meeting and provide the toll free HUD number to the borrower to find a local housing counselor". Thirty (30) days, or more, have passed since the initial contact was made.
2.  Despite the exercise of the due diligence requirements the mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation, explore options for the borrower to avoid foreclosure and provide the toll free HUD number to the borrower to find a local housing counselor". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because:
  - a.  The requirements of NRS §107 do not apply as the individual(s) do/did not meet the definition of "borrower".
  - b.  The requirements of NRS §107 do not apply as the because the above-referenced loan did not meet the definition of "residential mortgage loan" OR, if the account is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
  - c.  The requirements of NRS §107 do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

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: 4/28/14

Green Tree Servicing LLC \_\_\_\_\_,  
Mortgage Servicer

*Ted Ahl* \_\_\_\_\_  
By: Ted Ahl Collection Manager

ATTACHMENT TO AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE