

Official Record

Recording requested By  
SPL EXPRESS, INC.

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$218.00 Page 1 of 5

RPTT: Recorded By: AE

Book- 292 Page- 0560



0146784

APN 003-173-11

RECORDING REQUESTED BY:

LSI Title Company

WHEN RECORDED MAIL TO:

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

TS No. NV07000275-14-1

TO No. 140191445-NV-VOO

Commonly known as: 145 CULVERWELL 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 July 2, 2010, executed by KIMBERLY C. LEBARON, AN UNMARRIED WOMAN, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for MOUNTAIN AMERICA FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION as original Beneficiary, recorded July 8, 2010 as Instrument No. 0136100 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 \$192,945.00 (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 May 1, 2014 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.




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

Branch Banking and Trust Company  
c/o TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300 TS No: NV07000275-14-1


Dated: January 26, 2015

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

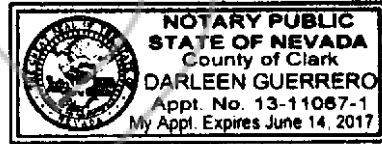
  
By: Amanda Foht, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on January 26  
2015, by AMANDA FOHT.

  
Notary Public Signature

Darleen Guerrero  
Printed Name



My Commission Expires: June 14, 2017

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.



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

Property Owners:

KIMBERLY C LEBARON

Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

145 CULVERWELL STREET  
CALIENTE, NV 89008

Deed of Trust Document:

0136100

Affiant, Charles F. Graham, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which Affiant acquired 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 business records must meet the standards set forth in NRS 51.135:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps  
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: Branch Banking and Trust Company  
Address: P.O. BOX 2027, GREENVILLE, SC 29602-2027

Current Beneficiary: Branch Banking and Trust Company  
Address: P.O. BOX 2027, GREENVILLE, SC 29602-2027

Current servicer: BRANCH BANKING & TRUST COMPANY MORTGAGE  
Address: P.O. BOX 2027, GREENVILLE, SC 29602-2027

- 2) 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 or that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.



- 3) 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:
- (I) 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;
  - (II) The amount in default;
  - (III) The principal amount of the obligation or debt secured by the Deed of Trust;
  - (IV) The amount of accrued interest and late charges;
  - (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
  - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.
- 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 and a recitation of the information contained in the Affidavit: (800) 201-1622.



5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for MOUNTAIN AMERICA FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION  
Recorded: July 8, 2010  
Instrument: 0136100

Branch Banking and Trust Company  
Recorded: October 28, 2014  
Instrument: 146414

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on January 9<sup>th</sup>, 2014.

[Signature]  
Signature  
Charles F. Graham  
Name  
Vice President  
Title

State of North Carolina  
County of Guilford

Charles F. Graham, an employee of BRANCH BANKING & TRUST COMPANY MORTGAGE appeared before me, this 9<sup>th</sup> day of January, 2014, and after being duly sworn, executed this Affidavit on its behalf.

[Signature]  
Notary Public

**PATRICK CARPER**  
Notary Public  
Guilford Co., North Carolina  
My Commission Expires Oct. 29, 2018