

AP #1: 002-143-06

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY  
4000 W. METROPOLITAN DRIVE  
SUITE 400  
ORANGE, CA 92868

0148335

76248

Space above this line for recorder's use

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

T.S. No: L547017 NV Unit Code: L

Min No: 100029500014856672

**Property Address:** 944 MAIN ST. FKA 270 EAST MAIN STREET, PANACA, NV 89042

**NOTICE IS HEREBY GIVEN THAT** T.D. SERVICE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under the following described Deed of Trust:

Trustor: MICHAEL V. POPE

Recorded January 5, 2007 as Instr. No. 0128147 in Book 227 Page 0572 of Official Records in the office of the Recorder of LINCOLN County, NEVADA

Said Deed of Trust secures certain obligations including one Note for the sum of \$158,332.00.

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; 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 INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE OCTOBER 1, 2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS. PLUS LATE CHARGE(S). PLUS MISCELLANEOUS FEE(S) IN THE AMOUNT OF \$28.00. RECOVERABLE BALANCE IN THE AMOUNT OF \$6,333.70.

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee or its agent, a written request to commence foreclosure, and has deposited with said duly appointed Trustee, a copy of the Deed of Trust and other documents evidencing the 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.

You may have the right to cure the default hereon and reinstate the 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



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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.

Direct Foreclosure status inquiries to:

T.D. Service Company  
4000 W. Metropolitan Drive  
Suite 400  
Orange, CA 92868-1988  
(800) 843-0260

If you would like to discuss your loan or set up a meeting for us to assess your financial situation and explore options that may be available to avoid foreclosure please contact us at:


Selene Finance LP  
8201 Cypress Plaza Drive  
Jacksonville, FL 32256  
Foreclosure Dept  
877-735-3637

You may wish to consult a credit-counseling agency to assist you. The following is a local counseling agency approved by the Department of Housing and Urban Development (HUD). Nevada Legal Services (Statewide) 877-693-2163, [www.nevadalegalservices.org](http://www.nevadalegalservices.org). HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

DATED: 09/14/15

T.D. SERVICE COMPANY, AS TRUSTEE

BY

  
SUSAN EARNEST  
ASSISTANT SECRETARY

BY \_\_\_\_\_

The Beneficiary may be attempting to collect a debt and any information obtained may be used for that purpose.



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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

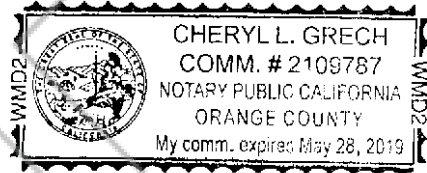
STATE OF CALIFORNIA )  
COUNTY OF ORANGE )SS

On 09/14/15 before me, CHERYL L. GRECH, a Notary Public, personally appeared SUSAN EARNEST, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ 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 *Cheryl L. Grech* (Seal)





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Borrower(s): MICHAEL V. POPE  
Property Address: 944 MAIN ST., FKA 270 EAST MAIN STREET, PANACA, NV 89042  
Loan No.: 0500039755/POPE  
T.S. No.: L547017 NV

**DECLARATION OF COMPLIANCE  
N.R.S. § 107.510.6**

The undersigned, as an authorized representative of the mortgage servicer named below, hereby declares that:

- The mortgage servicer has contacted the borrower pursuant to N.R.S. §107.510 in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale and to provide the toll free number to enable the borrower to find a housing counseling agency certified by HUD. Thirty (30) calendar days or more have passed since "initial contact" was made.
- The mortgage servicer has tried with due diligence to contact the borrower pursuant to N.R.S. §107.510 (5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure sale. Despite the exercise of due diligence, the mortgage servicer has been unable to contact the borrower. Thirty (30) calendar days or more have passed since the due diligence requirements set forth in N.R.S. §107.510 were satisfied.

**No contact was required**

- The requirements set forth in N.R.S. §107.510 do not apply because the individual did not meet the definition of "Borrower" pursuant to N.R.S. §107.410.
- The requirements set forth in N.R.S. §107.510 do not apply because the subject loan is not a "residential mortgage loan" as defined by N.R.S. §107.450. A residential mortgage loan as defined by N.R.S. §107.450 is a loan 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 N.R.S. §107.086.
- The requirements of N.R.S. §107.510 do not apply because the default event which precipitated this foreclosure was not a monetary default N.R.S. §107.510 (1).
- The requirements of N.R.S. §107.510 do not apply because the property is not "owner-occupied" real property as defined in N.R.S. §107.086.
- No contact is required because the mortgage servicer is a financial institution as defined in N.R.S. §660.045 that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this state which constitute owner-occupied housing as defined N.R.S. §107.086.

Dated: 8/18/15

Selene Finance LP, Mortgage Servicer

BY: Leslie A. Simmons  
Leslie A. Simmons

Name: \_\_\_\_\_

Its: FC Manager



# AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: Michael V. Pope	Trustee Name and Address: T.D. Service Company 4000 West Metropolitan Drive, Suite 400 Orange, CA 92868
Property Address:  270 East Main Panaca, NV 89040	Deed of Trust Document Recorded as Instrument No. <b>0128147 book 227 page 0572</b>

STATE OF Florida )  
 )  
 COUNTY OF Duval ) ss:  
 )  
 ) Leslie A. Simmons

The affiant, \_\_\_\_\_, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Selene Finance LP. I am duly authorized to make this Affidavit for Selene Finance LP in its capacity as the current beneficiary of the subject Deed of Trust (Beneficiary) or the Servicer for the current beneficiary of the subject Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is the practice of Selene Finance LP to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

T.D. Service Company	4000 West Metropolitan Drive Suite 400 Orange, CA 92868
Full Name	Street, City, State, Zip



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

Selene Finance LP	9990 Richmond Ave., Suite 400 Houston, TX 77042
Full Name	Street, City, State, Zip

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

Selene Finance LP	9990 Richmond Ave., Suite 400 Houston, TX 77042
Full Name	Street, City, State, Zip

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Selene Finance LP	9990 Richmond Ave., Suite 400 Houston, TX 77042
Full Name	Street, City, State, Zip

8. The beneficiary, its successor in interest or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a non-holder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by 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 containing the following information (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 underlying obligation or debt, 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; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where 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.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: 877 768-3759

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:



Recorded Date or Dated Date	Recording number.	Name of Assignee (From/To)
11/28/2015	139933, Book 268 page 0095	FROM: Mortgage Electronic Registration Systems, Inc. TO: Bank of American, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP
2/11/2015	0146813, Book 292, page 0650	FROM: Bank of American, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP TO: Selene Finance LP

Signed By: Leslie A. Simmons Dated: 9/9/15

Print Name: Leslie A. Simmons  
 STATE OF Florida )  
 COUNTY OF Duval ) ss:

On this 9 day of September, 2015, personally appeared before me, a Notary Public, in and for said County and State, Leslie A. Simmons, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

A Admir Imamovic

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

