

**Official Record**Recording requested By  
JUSTICE LAW CENTER

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$223.00 Page 1 of 10

RPTT: Recorded By: AE

Book- 301 Page- 0378



0148961

APN: 06-041-13  
Legal: LINCOLN COUNTY

Book 250, Page 605

Filed by and Return Statement to:  
JUSTICE LAW CENTER  
1100 South 10<sup>th</sup> Street  
Las Vegas, Nevada 89104

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

Date: March 1, 2016

T.S. No.: NV-16-0505001-JLC

To: WILLIAM K. CAMPBELL and JUDITH A. CAMPBELL  
P.O. BOX 303, PIOCHE, NEVADA 89043

Re: Assessor's Parcel Number(s): 06-041-13  
Lincoln County, Book 250, Page 605

**GREETINGS** - Please be advised that the undersigned is the Trustee for the holder of a certain promissory note and Deed of Trust in the amount of **\$68,000.00**, made by you and recorded on August 31, 2009, as Instrument Number #134220 filed in the Official Records of Lincoln County, Nevada.

You are hereby notified pursuant to NRS § 107.080 that you have defaulted under said note because you have failed to pay the installment due on **September 1, 2014**, in the amount of Eight Thousand Two Hundred Eighty-One Dollars and Eighty-Nine Cents (**\$8,281.89**).

Therefore, demand is hereby made upon you for full payment of the entire balance due on said note in the amount of **\$76,281.89**, including interest accrued to date.

If the entire amount due is not received on or before **June 10, 2016**, further legal proceedings, including foreclosure, will be commenced against you.

Attention to the note, which obligates you to pay in addition to the principal balance and interest, costs of collection, including attorney's fees.

Your prompt attention to the foregoing is anticipated.

Very truly yours,  
**JUSTICE LAW CENTER**  
Attn: Alissa C. Engler, Esq.  
1100 South 10<sup>th</sup> Street  
Las Vegas, Nevada 89104  
(702) 731 - 0000

NOTICE OF DEFAULT | Lincoln County, Assessor's Parcel Number(s): 06-041-13 | 1 OF 4



# EXHIBIT A

## LEGAL DESCRIPTION

A Deed of Trust recorded August 31, 2009, in Book 250, Page 605, as Instrument No. 134220.

The land and real property referred to in this Substitution of Trustee is situated in the County of LINCOLN, State of Nevada, and is described as follows:

THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4) OF U.S. GOVERNMENT LOT NUMBERED SEVEN (7) IN SECTION 2, TOWNSHIP 4 NORTH, RANGE 67 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA.

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## **NOTICE REGARDING REAL PROPERTY**

**Date: March 1, 2016**  
**T.S. No.: NV-16-0505001-JLC**  
**APN: 06-041-13**

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust described herein above. 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. As to owner-occupied property, where reinstatement is possible, the time to reinstate may be extended to five (5) days before the date of sale pursuant to NRS 107.080. 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.

**For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:**

**JUSTICE LAW CENTER**  
**Attn: Alissa C. Engler, Esq.**  
On behalf of the Beneficiary  
1100 South 10<sup>th</sup> Street  
Las Vegas, NV 89104  
(702) 731 - 0000

**Attached hereto is the Affidavit of Authority to Exercise the Power of Sale Pursuant to NRS 107.080**

If you have any questions, you should contact a lawyer. Notwithstanding the fact your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Please be advised **JUSTICE LAW CENTER** is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.



### **AFFIDAVIT OF MAILING**

**Date:** March 1, 2016  
**T.S. No.:** NV-16-0505001-JLC  
**APN:** 06-041-13

STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK )

The Declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in Clark County that his/her business address is at 1100 South 10<sup>th</sup> Street, Las Vegas, Nevada 89104. It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on March 4, 2016, a copy of the Notice of Default, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Default was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage affixed and prepaid and then delivered to the United States Postal Service for Delivery.

William K. Campbell  
P.O. Box 303  
Pioche, NV 89043  
(Trustor)

Judith A. Campbell  
PO Box 303  
Pioche, NV 89043  
(Vestee)

William K. Campbell  
136 Primrose DR  
Ferley, Nevada 89408  
(Vestee)

Judith A. Campbell  
P.O. Box 303  
Pioche, NV 89043  
(Trustor)

William K. Campbell  
20933 Pinion Pine Road  
Pioche, NV 89043  
(Vestee)

Judith A. Campbell  
136 Primrose DR  
Ferley, Nevada 89408  
(Vestee)

William K. Campbell  
PO Box 303  
Pioche, NV 89043  
(Vestee)

Judith A. Campbell  
20933 Pinion Pine Road  
Pioche, NV 89043  
(Vestee)

William K. Campbell  
136 Primrose DR  
Ferley, NV 89408  
(Vestee)

Judith A. Campbell  
136 Primrose DR  
Ferley, NV 89408  
(Vestee)

I declare under penalty of perjury that the foregoing is true and correct.

**JUSTICE LAW CENTER**


  
**Attn: Alissa C. Engler, Esq.**  
On behalf of the Beneficiary  
1100 South 10<sup>th</sup> Street  
Las Vegas, NV 89104  
(702) 731 - 0000



Exhibit  
NRS 107.080 Compliance Affidavit  
Version 10/24/11

AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE

Property Owners:  
WILLIAM K. CAMPBELL  
JUDITH A. CAMPBELL

Trustee Address:  
JUSTICE LAW CENTER  
1100 South 10<sup>th</sup> Street  
Las Vegas, Nevada 89104

Property Address:  
APN: 06-041-13  
LINCOLN COUNTY, NEVADA

Deed of Trust Document Instrument  
Number  
Instrument # 134220

STATE OF NEVADA )  
 ) ss:  
COUNTY OF CLARK )

The affiant, ALISSA C. ENGLER, ESQ., being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or 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").

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

Alissa C. Engler, Esq.      1100 South 10<sup>th</sup> St, Las Vegas, NV 89104  
Full Name JUSTICE LAW CENTER      Street, City, County, State, Zip  
on behalf of the Beneficiary Mary Love

**This model affidavit was developed for the convenience of foreclosure practitioners. Use of this version of the affidavit is not mandatory. Practitioners may develop and utilize their own version of the affidavit. The compliance of each affidavit with AB 284 will be subject to evaluation by the courts.**



**Exhibit  
NRS 107.080 Compliance Affidavit  
Version 10/24/11**

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

THE LOVE REVOCABLE TRUST      P.O. Box 187, Caliente, Nevada 89008  
Full Name                                      Street, City, County, State, Zip

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

THE LOVE REVOCABLE TRUST      P.O. Box 187, Caliente, Nevada 89008  
Full Name                                      Street, City, County, State, Zip

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

THE LOVE REVOCABLE TRUST      P.O. Box 187, Caliente, Nevada 89008  
Full Name                                      Street, City, County, State, Zip

2. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust. is: THE LOVE REVOCABLE TRUST      P.O. Box 187, Caliente, Nevada 89008

THE LOVE REVOCABLE TRUST      P.O. Box 187, Caliente, Nevada 89008  
Full Name L. David Love, Trustee      Street, City, County, State, Zip

(List additional known beneficiaries in the same format)

**BENEFICIARY – DEED OF TRUST WITH ASSIGNMENT OF RENTS**

The Love Revocable Trust                      Instrument #134220  
P.O. Box 187                                      (a copy of the Deed is attached hereto)  
Caliente, Nevada 89008                      Recorded 8/31/2009

\* \* \* \* \*

**THERE ARE NO OTHER BENEFICIARIES**

**This model affidavit was developed for the convenience of foreclosure practitioners. Use of this version of the affidavit is not mandatory. Practitioners may develop and utilize their own version of the affidavit. The compliance of each affidavit with AB 284 will be subject to evaluation by the courts.**



**Exhibit  
 NRS 107.080 Compliance Affidavit  
 Version 10/24/11**

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.
4. The trustee has the authority to exercise the power of sale under Chapter 107 of NRS with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.
5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
  - a. The amount of missed payments and interest in default is \$8,281.89.
  - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$5,000.00.
  - c. The principal amount secured by the Deed of Trust is \$68,000.00.
  - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$2,500.00.
  - e. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is \$7,500.00.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

<u>4/23/2013</u>	<u>#134220</u>	<u>Deed of Trust</u>
Date	Document Instrument Number	Name of Document Conveying Interest of Beneficiary

(List information regarding prior instruments in the same format)

**This model affidavit was developed for the convenience of foreclosure practitioners. Use of this version of the affidavit is not mandatory. Practitioners may develop and utilize their own version of the affidavit. The compliance of each affidavit with AB 284 will be subject to evaluation by the courts.**



**Exhibit**  
**NRS 107.080 Compliance Affidavit**  
**Version 10/24/11**

7. Following is the true and correct signature of the affiant:

Dated this 1st day of March, 2016.

Affiant Name: ALISSA C. ENGLER, ESQ.

Signed By: *Alissa C. Engler*

Print Name: Alissa C. Engler, Esq.  
JUSTICE LAW CENTER  
on behalf of the Beneficiary Mary Love for  
THE LOVE REVOCABLE TRUST

STATE OF NEVADA )  
 ) ss:  
COUNTY OF CLARK )

On this 1st day of March, 2016, personally appeared before me, a Notary Public, in and for said County and State, ALISSA C. ENGLER, ESQ., 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.



*Theresa Boykin-Emerly*  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

**This model affidavit was developed for the convenience of foreclosure practitioners. Use of this version of the affidavit is not mandatory. Practitioners may develop and utilize their own version of the affidavit. The compliance of each affidavit with AB 284 will be subject to evaluation by the courts.**





**AFFIDAVIT OF NON-MILITARY/MILITARY SERVICE**

The undersigned declare as follows:

That WILLIAM K. CAMPBELL and JUDITH A. CAMPBELL

is/are not now, or within the period of one year prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, the Navy of the United States, the United States Air Force, the United State Marine Corps, the United States Coast Guard, as an Officer of the Public Health Service or as an Officer of the National Oceanic and Atmospheric Administration; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Reserve Component under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Servicemembers Civil Relief Act, and any amendments thereto; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948; or (g) a member of the National Guard called to active service

OR

That (insert names of parties in military service)

is/are currently in the military service, or was/were in the military service within the period of one year prior to making this declaration, as said military service is defined above.

I/we declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed on March 1, 2016 at Las Vegas, Clark County, Nevada  
(date) (place)

Party(ies)

Alissa C. Engler, Esq. (as Trustee)  
JUSTICE LAW CENTER  
on behalf of the Beneficiary Mary Love for  
THE LOVE REVOCABLE TRUST

APN: 06-041-13  
WILLIAM K. CAMPBELL, and  
JUDITH A. CAMPBELL  
P.O. BOX 303  
PIOCHE, NEVADA 89043



March 1, 2016

**NOTICE OF BREACH OF CONTRACT AND INTENT TO TAKE DEFAULT**

Dear Mortgagor:

YOUR DEFAULT IN PAYMENT OF THE CAPTIONED LOAN HAS MADE IT NECESSARY FOR us to consider taking legal action. In accordance with the terms of the Deed/Mortgage, you are hereby notified that you have thirty (30) days from the date of this letter to cure the existing default. If the breach of contract is not cured on or before the thirtieth day, we will declare the principal balance, \$68,000.00 and all sums secured by the Deed of Trust due payable without further notice to you.

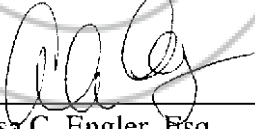
If you wish to reinstate the account, you must send certified funds (cashiers check or money order) in the amount of \$76,281.89. An additional monthly payment must be added to this amount on your next due date. If you send any amount less than the full reinstatement amount as quoted in this letter, we may elect to apply partial payment to your account without waiving our right of acceleration. In the event that the property is tenant occupied and you fail to cure the breach as required by this letter, this is a formal demand for all rents, applicable to Nevada state statutes.

If you are in need of financial advice, you may wish to contact a HUD approved housing counseling agency. These agencies provide experienced homeownership counseling at no charge to you. For the agency in your area call (800) 569-4287.

This letter shall also serve as notice to you of your right to reinstate your loan after acceleration as provided by the Deed of Trust, and of your right to bring a court action to assert the non-existence of the breach of contract or any other legal defense to acceleration or foreclosure. Under the terms of the Deed of Trust, we are entitled to collect all expenses allowed by law, which may include reasonable attorney fees and the related costs of any legal proceedings.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. If you are in active bankruptcy, then this letter is for informational purposes only. Should you have any questions, please contact the undersigned.

Respectfully Submitted,  
JUSTICE LAW CENTER



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Alissa C. Engler, Esq.  
(702) 731 - 0000 Phone