

APN 013-120-13

When Recorded Mail To:

Nevada Trust Deed Services
376 E. Warm Springs Road #140
Las Vegas, Nevada 89119

Foreclosure File No. 16- 0409-FCL



0149266

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

That Nevada Trust Deed Services is the duly appointed Trustee under a Deed of Trust dated as of August 13, 2009, executed by Tyra Lytle, a widow, ("Trustor") for the benefit of Moapa Valley Federal Credit Union by merger with America First Federal Credit Union ("Beneficiary"), and recorded August 18, 2009 in Book 250, Page 0257 as Instrument No. 0134135 Official Records of Lincoln County, Nevada as modified or amended, if applicable.

That a breach of obligations for which such Deed of Trust is security has occurred in that:

One note for the Original amount of \$216,000.00, 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 the payment has not been made of:

The Monthly installment of \$1,601.29 which became due on December 1, 2015 together with all subsequent installments was not paid when due and is still due, owing and unpaid along with any and all foreclosure fees and expenses, interest, late charges due, insurance, accrued late charges, advancements and expenses, if any, as per the terms of the original note

That by reason thereof, the undersigned, present beneficiary under such Trust Deed, has executed and delivered to said duly appointed Trustee a written Declaration of Demand for Sale, and has surrendered to said Trustee all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due 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 herein 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 reinstatement period following recording and mailing of this Notice, the right of reinstatement will terminate and the property may thereafter be sold. To determine if reinstatement is possible and the amount necessary to cure the default, contact the Beneficiary or their successors in interest, whose name and address as of the date of this notice is:

America First Federal Credit Union
c/o Nevada Trust Deed Services
376 E. Warm Springs Road #140
Las Vegas, Nevada 89119
702-733-9900

DATED April 27 2016

BY: Moapa Valley Federal Credit Union by merger with America First Federal Credit Union

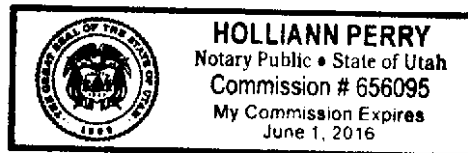
By: Skye Hyde, Loss Mitigation Manager

STATE OF UTAH)

) ss:

COUNTY OF WEBER)

On April 27 2016, personally appeared before me, a Notary Public, in and for said County and State, Skye Hyde, 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/they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE
NRS § 107.080(2)(c)**

STATE OF Utah)

) ss:

COUNTY OF Weber)

The affiant, Skye Hyde, being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I 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 meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deed of Trust to which this affidavit is attached (the "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 current trustee or the current trustee's representative or assignee is:

Nevada Trust Deed Services
376 East Warm Springs Road Suite 140
Las Vegas, Nevada 89119

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

America First Federal Credit Union
1344 W 4675 S. Building #1
Ogden, UT. 84405

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

America First Federal Credit Union
1344 W 4675 S. Building #1
Ogden, UT. 84405

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) 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:



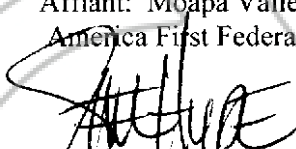
- a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance of payment, as of the date of the statement;
 - 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 exercise of the power of sale; and
 - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number as required by NRS § 107.080(2)(c)(4).
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 amount due and a recitation of the information contained in the affidavit is 1-800-999-3961-Toll Free OR 702-733-9900.

5. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, which information may be based on any of the knowledge or information described in NRS § 107.080(2)(c)(5)(I-IV):

Title of Assignment Document: N/A
Date:
Recording Information:
Name of Assignee:

Dated this 27 day of April 2016__.

Affiant: Moapa Valley Federal Credit Union by merger with
America First Federal Credit Union


By: Skye Hyde, Loss Mitigation Manager



STATE OF UTAH)

) ss:

COUNTY OF WEBER)

On April 27 2016 personally appeared before me, a Notary Public, in and for said County and State, Skye Hyde, 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/they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Holliann Perry
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

