

**Official Record**Recording requested By  
SPL EXPRESS, INC.

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$220.00

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RPTT:

Recorded By: HB

Book- 305 Page- 0715

APN 001-240-03

RECORDING REQUESTED BY:

LSI Title Company

WHEN RECORDED MAIL TO:

TRUSTEE CORPS

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

0150202

TS No. NV08000888-15-1

TO No. 150287124-NV-VOO

Commonly known as: 951 BARTOLO ROAD, PIOCHE, NV 89043

**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 August 16, 2013, executed by THERESA M. POULSEN, AN UNMARRIED WOMAN, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for IMORTGAGE.COM, INC. as original Beneficiary, recorded August 23, 2013 as Instrument No. 0143882 in Book 281, on Page 0350 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 \$138,265.00 (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, 2015 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:

PennyMac Loan Services, LLC  
c/o TRUSTEE CORPS  
TS No: NV08000888-15-1  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300  
TDD: 800-326-6868

Dated: August 25, 2016

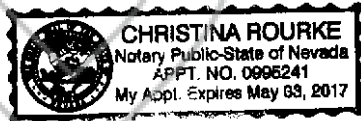
MTC Financial Inc. dba Trustee Corps, as Duly Appointed  
Successor Trustee

  
By: Rafael Bruno, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on August 25  
2016, by RAFAEL BRUNO.

  
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:

THERESA M POULSEN

Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

951 BARTOLO ROAD  
PIOCHE, NV 89043

Deed of Trust Document:

0143882 Book 281 Page 0350

Affiant, Sandra Valadez, 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: PennyMac Loan Services, LLC  
Address: 3043 Townsgate Road #200, Westlake Village, CA 91361

Current Beneficiary: PennyMac Loan Services, LLC  
Address: 3043 Townsgate Road #200, Westlake Village, CA 91361

Current servicer: PennyMac Loan Services, LLC  
Address: 3043 Townsgate Road #200, Westlake Village, CA 91361



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: (866) 695-4122, ext 8145.

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:

**Deed of Trust**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for IMORTGAGE.COM, INC.

Recorded: August 23, 2013  
Instrument: 0143882 Book 281 Page 0350

**Assignment #1**

PENNYMAC LOAN SERVICES, LLC  
Recorded: January 11, 2016  
Instrument: 0148758 Book 300 Page 0492

**Assignment #2**

PENNYMAC LOAN SERVICES, LLC  
Recorded: February 4, 2016  
Instrument: 148826 Book 300 Page 698

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on August 3, 2016.

PennyMac Loan Services, LLC

*Sandra Valadez*

Signature

**Sandra Valadez**

Name

Default Specialist II

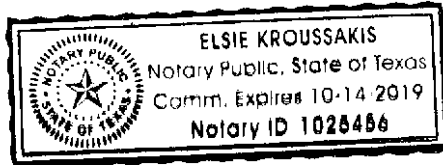
Title

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 Texas  
County of Tarrant

Subscribed and sworn to (or affirmed) before me on this 3 day of August, 2016, by Sandra Valadez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Elsie Kroussakis*





**DECLARATION OF COMPLIANCE  
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

Borrower(s): THERESA M POULSEN  
Mortgage Servicer: PennyMac Loan Services, LLC  
Property Address: 951 BARTOLO ROAD  
PIOCHE, NV 89043  
T.S. No.: NV08000888-15-1

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


1.  The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS § 107 (SB 321/HOBR Sec.11(2)). Thirty (30) days, or more, have passed since the initial contact was made.
2.  The mortgage servicer has tried with due diligence to contact the borrower as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3.  No contact was required because:
  - a.  The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
  - b.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107 (SB 321/HOBR Sec. 3)
  - c.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS § 107 (SB 321/HOBR Sec. 7), OR, if the loan is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
  - d.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) 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 that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

PennyMac Loan Services, LLC  
Mortgage Servicer

Dated: 6/17/16

By:   
Name (Print): Maria Rodriguez  
Title (Print): Sr. Associate

