

APN(s): 003-131-22
Recording requested by:

When recorded mail to:-

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

After recording return to:
SYNRGO, Inc.
590 W Lambert Rd.
Brea, CA 92821



0153722

170447031

TS No.: NV-17-798548-JB

Space above this line for recorders use only

Order No.: 170447031-NV-VOW

Property Address: 748 HOLT AVENUE, CALIENTE, NV 89008

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **3/14/2000**, executed by **DAVID L. BARNES AND WHITNEY A. BARNES, MARRIED TO EACH OTHER**, as Trustor, to secure certain obligations in favor of **BANK OF AMERICA, N.A.**, as beneficiary, recorded **3/30/2000**, as **Instrument No. 114304, Book 147, Page 303**, of Official Records in the Office of the Recorder of **LINCOLN County, Nevada** securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$55,000.00**, 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 installments of principal and interest which became due on 1/25/2012, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust 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.



TS No.: NV-17-798548-JB
Notice of Default

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 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:

**U.S. Bank National Association, not in its individual capacity but solely as trustee for
the RMAC Trust, Series 2016-CTT
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711**

**To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification,
please contact:**

**Rushmore Loan Management Services, LLC
Contact: Jared Kops
Department: Loss Mitigation Department
Phone: 949-341-5646
Toll Free: 800-504-7300 Ex: 5646**

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nlslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.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>.

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

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



TS No.: NV-17-798548-JB
Notice of Default

Dated: 1/31/2018

Quality Loan Service Corporation, as Trustee

By: Rachel C. Kenny, Assistant Secretary

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: San Diego

On JAN 31 2018 before me, Katherine A. Davis a notary public, personally appeared Rachel C. Kenny, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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. (Seal)

Signature

Katherine A. Davis





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

Borrower(s): DAVID
 L BARNES,
 WHITNEY A
 BARNES

Mortgage Servicer: **Rushmore Loan Management Services LLC**

Property
 Address: 748 HOLT
 AVENUE
 CALIENTE NV
 89008

Trustee Sale No.:

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.



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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.

Rushmore Loan Management Services, LLP
Mortgage Servicer

Dated: 11/8/17

By: James Dyer
Name (Print): JAMES DYER
Title (Print): LM MANAGER

COPY



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

Full Name	Street, City, State, Zip
U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT	Rushmore Loan Management Services, LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

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

Full Name	Street, City, State, Zip
U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT	Rushmore Loan Management Services, LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

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

Full Name	Street, City, State, Zip
Rushmore Loan Management Services, LLC	Rushmore Loan Management Services, LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

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 nonholder 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 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: 888-504-7300.

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	Recording Number	Name of Assignor	Name of Assignee
9/28/2017	0152659	BANK OF AMERICA, N.A.	U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2016-CTT

U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR THE RMAC TRUST, SERIES 2016-CTT By Rushmore Loan Management Services LLC it's Attorney In Fact

Signed By: [Signature] Dated: 1/23/2018

Print Name: Selena Mitcherson

STATE OF Texas)
COUNTY OF Dallas) ss: Farmers Branch

On this 23 day of Jan., 2018, personally appeared before me, a Notary Public, in and for said County and State, Selena Mitcherson, 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.

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

