

LINCOLN COUNTY, NV

**2018-155645**

\$35.00

Rec:\$35.00

**12/27/2018 02:23 PM**

WFG NATIONAL TITLE COMPANY OF NEVADA

Pgs=4 AK

**OFFICIAL RECORD**

**LESLIE BOUCHER, RECORDER**

APN: 003-084-03

Property: 373 Dixon Street  
Caliente, NV 89008

**RETURN TO/TRUSTEE CONTACT INFO:**

Nevada Trust Deed Services  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
(702)733-9900

**NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST**

FILE NO.: MD-18-12-004-FCL

NOTICE IS HEREBY GIVEN:

That Nevada Trust Deed Services, is the current Trustee under a Deed of Trust dated December 3, 2012, executed by Charles J. Kline and Tara R. Kline as Trustor, to secure obligations presently in favor of America First Federal Credit Union, as current beneficiary, recorded December 5, 2012 as Document No. 0142266, of Official Records LINCOLN County, Nevada as modified or amended, if applicable.

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

The installment of principal and interest due on July 1, 2018 and all subsequent installments which have not been paid, remain due, owing and delinquent.

Together with any and all foreclosure fees and expenses, interest, late charges due, insurance, accrued late charges, advancements, and expenses, if any, to preserve the security of the beneficiary.

That by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing the 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 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT 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 35 DAYS FOLLOWING THE RECORDING AND MAILING TO GRANTOR OR GRANTOR'S SUCCESSOR IN INTEREST 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, their successor in interest, or the Trustee.

DATED: Dec. 13, 2018

America First Federal Credit Union

BY: [Signature]  
Skye Hyde, Loss Mitigation Manager

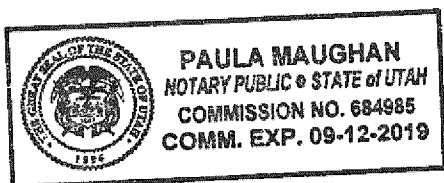
Skye Hyde, Loss Mitigation Manager

State of Utah

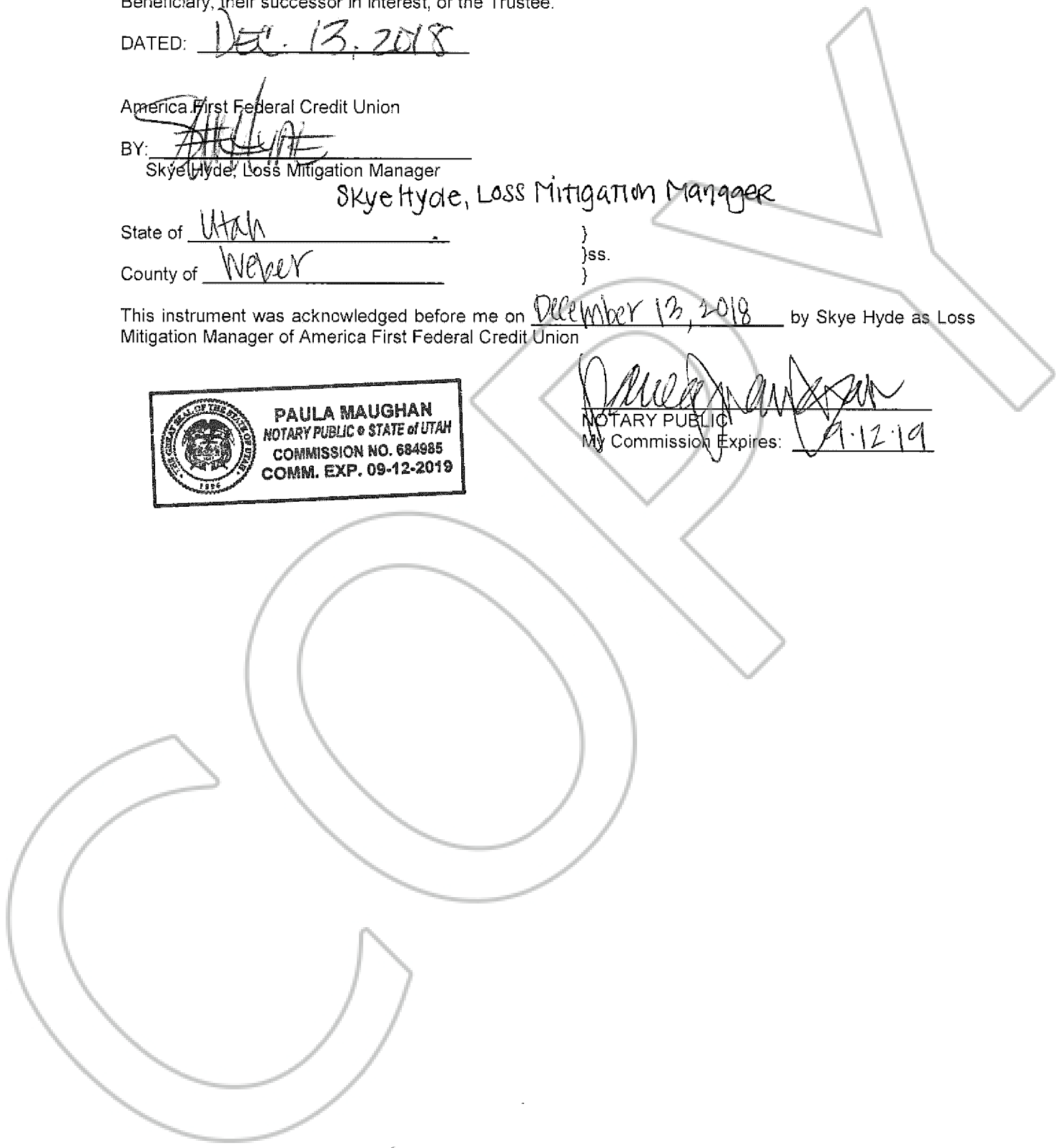
County of Weber

}  
}ss.  
}

This instrument was acknowledged before me on December 13, 2018 by Skye Hyde as Loss Mitigation Manager of America First Federal Credit Union



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 9-12-19



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

STATE OF Utah )  
COUNTY OF Weber ) : SS.

The affiant, Skye Hyde, Loss Mitigation Manager, 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  
10161 Park Run Drive  
Suite 150  
Las Vegas, NV 89145

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  
PO Box 9199  
Ogden, UT 84409

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

N/A

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 801-827-7865.
  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:

Date:

Recording Information:

Name of Assignee:

DATED: Dec 13, 2018

Affiant:

America First Federal Credit Union

BY: [Signature]  
Skye Hyde, Loss Mitigation Manager

Skye Hyde, Loss Mitigation Manager

State of Utah

County of Weber

}  
}ss.  
}

This instrument was acknowledged before me on December 13, 2018 by Skye Hyde as Loss Mitigation Manager of America First Federal Credit Union

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 9-12-19

