

LINCOLN COUNTY, NV

**2019-155851**

\$285.00

Rec:\$285.00

02/15/2019 09:46 AM

PREMIER AMERICAN TITLE

Pgs=9 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 19-00030-CM-NV

Title Order No. : 61900012

APN: 003-084-08

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**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION** is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 01/26/2006, executed by M Rhett Butler, and Linda E. Butler, Husband and Wife as Joint Tenants, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc., its successors and assigns as beneficiary recorded 02/16/2006 as Instrument No. 125957 Book 212, Page 186 (or Book, Page) of the Official Records of Lincoln County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$86,400.00.

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 05/01/2013 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 fee's, 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 (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Carrington Mortgage Services LLC  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

Contact the following number to discuss Loan Modification Options:

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 342 Main Street , Caliente NV 89008

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. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated: Feb 14, 2019

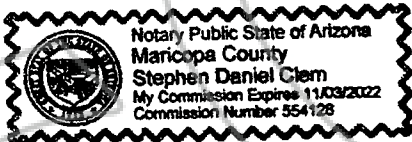
National Default Servicing Corporation, an Arizona Corporation, As Trustee for The Bank of New York Mellon fka The Bank of New York, Trustee for the Certificateholders CWABS, Inc., Asset-Backed Certificates, Series 2006-5

Angela Melton  
By: Angela Melton, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On Feb 14, 2019, before me, the undersigned, a Notary Public for said State, personally appeared Angela Melton, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

This is an attempt to collect a debt and any information obtained will be used for that purpose.

APN: 003-084-08  
Foreclosure No.: 19-00030-CM-NV

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**

Borrowers Identified in Deed of Trust:  
M Rhett Butler, and Linda E. Butler,  
Husband and Wife as Joint Tenants

Trustee Address:  
7720 N. 16th Street, Suite 300  
Phoenix, AZ 85020

Property Address:  
342 Main Street  
Caliente NV 89008

Deed of Trust Document Instrument  
Number:  
125957 Book 212, Page 186

This Affidavit is provided in support of the attached Notice of Default and Election to Sale certain real Property secured by a Deed of Trust. The following facts are, except where otherwise indicated, true of my own personal knowledge, and stated under penalty of perjury, as detailed herein.

My personal knowledge is based on my 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.

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

<u>National Default Servicing Corporation</u>	<u>7720 N 16<sup>th</sup> Street, Suite 300</u>
Full Name	Phoenix, AZ 85020
	Street, City, County, State, Zip

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

<u>The Bank of New York Mellon fka The Bank of New York, Trustee for the Certificateholders CWABS, Inc., Asset- Backed Certificates, Series 2006-5</u>	<u>C/O Carrington Mortgage Services, LLC</u>
Full Name	1600 South Douglass Road, Suite 200A
	Anaheim, CA 92806
	Street, City, County, State, Zip

APN: 003-084-08  
Foreclosure No.: 19-00030-CM-NV

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

**The Bank of New York Mellon fka The  
Bank of New York, Trustee for the  
Certificateholders CWABS, Inc., Asset-  
Backed Certificates, Series 2006-5**

Full Name

**C/O Carrington Mortgage Services, LLC  
1600 South Douglass Road, Suite 200A  
Anaheim, CA 92806**

Street, City, County, State, Zip

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

**Carrington Mortgage Services, LLC**

Full Name

**1600 South Douglass Road, Suite 200A  
Anaheim, CA 92806**

Street, City, County, State, Zip

2. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.

3. That 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, including the local or toll-free number.

APN: 003-084-08

Foreclosure No.: 19-00030-CM-NV

4. The obligor or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit at the toll free number (800) 561-4567.

5. Pursuant to my review of the relevant business records 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) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date: 10/10/2011

Recorded Number: 0139552 Book 267, Page 112

Name of Assignor: Mortgage Electronic Registration Systems, Inc.

Name of Assignee: The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-5

APN: 003-084-08  
Foreclosure No.: 19-00030-CM-NV

6. The following is the true and correct signature of the affiant:

**Carrington Mortgage Services, LLC, as servicer and attorney in fact for The Bank of New York Mellon fka The Bank of New York, Trustee for the Certificateholders CWABS, Inc., Asset-Backed Certificates, Series 2006-5**

Dated this 31<sup>st</sup> day of January, 2019.

Affiant Name: *Laura Hovis*

Title: Default Document, Sr. Analyst

Signed By: Laura Hovis

**ACKNOWLEDGMENT**

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 Orange

On JAN 31 2019 before me, Judit Saucedo **Notary Public**  
(insert name and title of the officer)

personally appeared Laura Hovis, 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.

Signature \_\_\_\_\_ (Seal)



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

Borrower(s): M Rhett Butler  
Linda Butler

Mortgage Servicer: Carrington Mortgage Services LLC  
Property Address: 342 Main St  
Caliente NV 89008

T.S. No.: 19-00030-CM-NV

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.

**Carrington Mortgage Services, LLC** servicer and  
attorney in fact for The Bank of New York Mellon fka The Bank of New York, Trustee for the  
Certificateholders CWABS, Inc., Asset-Backed Certificates, Series 2006-5  
Mortgage Servicer

Dated: 1/23/19

By: *V. Martel*  
Name (Print): Victoria Martel  
Title (Print): Foreclosure Supervisor