

LINCOLN COUNTY, NV

2020-158092

\$287.00

Rec:\$287.00

02/19/2020 01:23 PM

FIRST INTEGRITY TITLE NATIONAL SOLUTIONS, INC.

OFFICIAL RECORD

AMY ELMER, RECORDER

APN(s): 004-131-03

Recording requested by:

**FIN Title**

When recorded mail to:

Quality Loan Service Corporation

2763 Camino Del Rio South

San Diego, CA 92108

619-645-7711

TS No.: NV-20-880050-JB

Space above this line for recorders use only

Order No.: FIN-20000479

Property Address: 3 DANIELLE LANE, ALAMO, NV 89001

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 **9/17/2008**, executed by **David J. Nygren & Stephanie A. Nygren**, husband & wife, as Trustor, to secure certain obligations in favor of **Mortgage Electronic Registration Systems, Inc.**, as beneficiary, as nominee for **MetLife Home Loans, a Division of MetLife Bank, N.A.**, its successors and assigns, as beneficiary, recorded **9/19/2008**, as Instrument No. **0132618, Book 244, Page 0526**, and modified as per Modification Agreement recorded **6/14/2018** as Instrument No. **2018-154786** 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 **\$130,106.00**, 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 9/1/2019, 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.

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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:**

**MIDFIRST BANK**  
c/o Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108  
619-645-7711

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

**MidFirst Bank**  
**Contact: TAMMY BRAGG**  
**Department: Loss Mitigation Department**  
**Phone: 405-426-1132**  
**Email: Tammy.Bragg@midfirst.com**

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.nslaw.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>.

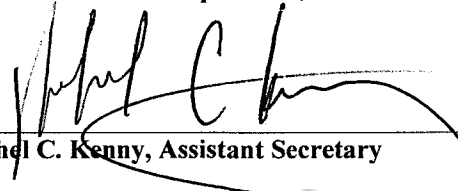
If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

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

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Notice of Default

Dated: 2/18/2020

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

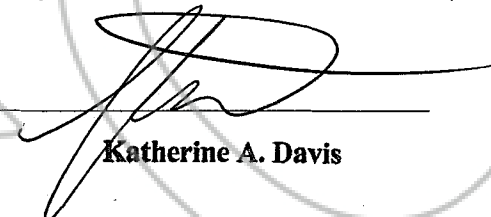
On FEB 18 2020 before me, Katherine A. Davis a notary public, personally appeared Rachel C. Kenny, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

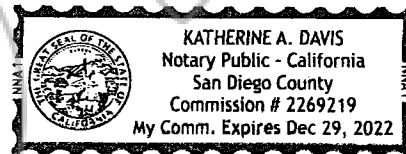
WITNESS my hand and official seal.

(Seal)

Signature



Katherine A. Davis



**NEVADA DECLARATION OF COMPLIANCE  
NRS 107.510(6)**

Borrower(s):           DAVID J NYGREN, STEPHANIE A NYGREN  
Property Address:      3 DANIELLE LANE, ALAMO, NV 89001  
Trustee Sale Number:  NV-20-880050-JB

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

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.

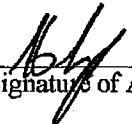
1.  The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2). Initial contact was made on July 18, 2019; or
2.  The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on \_\_\_\_\_, 201\_\_\_\_; or
3.     The requirements of SB 321 (2013) Sec. 11 do not apply, because:
  - a.  The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
  - b.  The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
  - c.  The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
  - d.  The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-20-880050-JB

Dated: 2-6-2020

MidFirst Bank

  
\_\_\_\_\_  
Signature of Agent or Employee

**Steve Seigler**  
**Vice President**

\_\_\_\_\_  
Printed Name of Agent or Employee

**COOPER**

# AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):  
**DAVID J NYGREN, STEPHANIE A NYGREN**

Trustee Name and Address:  
 Quality Loan Service Corp.  
 2763 Camino Del Rio South  
 San Diego, CA 92108

Property Address:  
 3 DANIELLE LANE  
 ALAMO, NV 89001

Deed of Trust Document:  
 Instrument No. 0132618, Book 244, Page 0526

Modification Document:  
 Instrument No. 2018-154786

STATE OF Oklahoma )  
 )  
 COUNTY OF Oklahoma )

ss:

The affiant, Josh Mills, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of MidFirst Bank. I am duly authorized to make this Affidavit for MidFirst Bank in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.0805 and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is MidFirst Bank's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	2763 Camino Del Rio South San Diego, CA 92108

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
MidFirst Bank	999 N.W. Grand Blvd., Ste. 100 Oklahoma City, OK 73118-6116

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
MidFirst Bank	999 N.W. Grand Blvd., Ste. 100 Oklahoma City, OK 73118-6116

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
MidFirst Bank	999 N.W. Grand Blvd., Ste. 100 Oklahoma City, OK 73118-6116

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.

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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: 800-654-4566.

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
3/14/2016	0148964 301 0391	Mortgage Electronic Registration Systems, Inc., as nominee for MetLife Home Loans, a Division of MetLife Bank, N.A., its successors and assigns	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
4/18/2019	2019-156172	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	MIDFIRST BANK

Signed By: Josh Mills Dated: 2-13-2020  
 Print Name: Josh Mills Vice President

STATE OF OKLAHOMA )  
 COUNTY OF OKLAHOMA )

Subscribed and sworn to (or affirmed) before me on this 13<sup>d</sup> day of February, 2020, by JOSH MILLS, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]

