

APN: 001-063-07

**WHEN RECORDED MAIL TO:**

**Clear Recon Corp**

**4375 Jutland Drive, Suite 200**

**San Diego, CA 92177-0935**

**Phone: (866) 931-0036**

**TS No.: 083703-NV**

**The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)**

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION OR CAUSE TO BE SOLD REAL PROPERTY UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP** is the duly appointed Trustee under a Deed of Trust dated 6/4/2007, executed by **ROSEMARY TENBROEK, AN UNMARRIED WOMAN**, as trustor in favor of the beneficiary thereunder, recorded 6/21/2007, as **Instrument No. 0129114 in Book 232 Page 0509**, of Official Records in the office of the County recorder of Lincoln, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$88,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

**Installment of Principal and Interest plus impounds and/or advances which became due on 2/1/2019 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.**

That by reason thereof, **LOANCARE, LLC**, 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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, 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.

T.S. No.: 083703-NV

Property Address as identified in the Deed of Trust is:

173 COMSTOCK ST  
PIOCHE, NV 89043

HUD Approved local counseling agency: Housing for Nevada, (702) 270-0300  
To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

LOANCARE, LLC  
3637 SENTARA WAY  
VIRGINIA BEACH, VA 23452-4262  
Phone: 1-800-909-9525

Loan Modification contact information: LOANCARE, LLC, Loss Mitigation Dept. 1-800-909-9525

For Foreclosure status, contact:  
Clear Recon Corp  
4375 Jutland Drive  
San Diego, California 92117  
Phone: (866) 931-0036

Dated: 12/1/2020

**CLEAR RECON CORP**

By: Sheila Domilos

Sheila Domilos, Authorized Signatory for Trustee

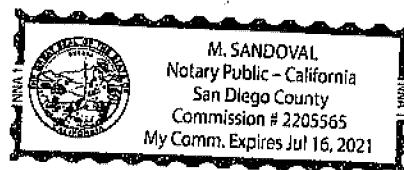
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego }ss.

On DEC 01 2020 before me M. Sandoval Notary Public, personally appeared SHEILA DOMILOS 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 M-SM (Seal)



**NRS 107.080 Compliance Affidavit**

APN: 001-063-07

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

**Property Owners:**  
ROSEMARY TENBROEK

**Trustee's Name and Current Address:**  
Clear Recon Corp  
4375 Jutland Drive, Suite 200,  
San Diego, CA, 92117

**Property Address:**  
173 COMSTOCK ST  
PIOCHE, NV 89043

**Deed of Trust Document Instrument:**  
Recorded on 6/21/2007, as Instrument No.  
0129114, in Book 232, Page 0509,

STATE OF VIRGINIA )  
 ) ss:  
COUNTY OF) VIRGINIA BEACH

The affiant, DARCIE LYLE, being first duly sworn upon oath, based on direct, personal knowledge, which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the servicer of the obligation or debt secured by the deed of trust, and under penalty of perjury attests that I am an authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("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. I have personal knowledge of LOANCARE, LLC (hereinafter "Current Beneficiary") procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by Current Beneficiary in the course of regularly conducted business activity; and it is the regular practice of Current Beneficiary to make such records. I have reviewed certain business records of Current Beneficiary concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Current Beneficiary as they have been kept by Current Beneficiary in the course of regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.
2. The full name and business address of the current trustee or the current trustee's representative or assignee is:

CLEAR RECON CORP  
Full Name

4375 Jutland Drive, Suite 200,  
San Diego, CA, 92117  
Street, City, State, Zip

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

LOANCARE, LLC

3637 SENTARA WAY  
VIRGINIA BEACH, VA 23452-4262  
Street, City, State, Zip

Full Name

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

LOANCARE, LLC

3637 SENTARA WAY  
VIRGINIA BEACH, VA 23452-4262  
Street, City, State, Zip

Full Name

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

LOANCARE, LLC

3637 SENTARA WAY  
VIRGINIA BEACH, VA 23452-4262  
Street, City, State, Zip

Full Name

3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust or the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
4. 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 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 or 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;
  - f. Contact information for obtaining the most current amounts due and the 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 this affidavit.
5. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 1-800-909-9525.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which the affiant acquired by (1) 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 meet the standards set forth in NRS 51.135), (2) by information contained in the records of the recorder of the county in which the property is located, (3) was obtained by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS, or (4) is possessed directly:

Assign From:	Assign To:	Recorded On Date:	Instrument Number:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.	BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP	4/20/2010	Instrument No. 0135841 BK 255 PG 0578
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY BAC GP, LLC, ITS GENERAL PARTNER, AS ATTORNEY-IN-FACT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	12/27/2010	Instrument No. 0137492 BK 260 PG 0657
BANK OF AMERICA, N.A.	GREEN TREE SERVICING LLC.	7/8/2013	Instrument No. 0143658 BK 280 PG 0250
FEDERAL NATIONAL MORTGAGE ASSOCIATION, BY DITECH FINANCIAL LLC, ITS ATTORNEY IN FACT	BANK OF AMERICA, N.A.	7/18/2019	2019-156749*
DITECH FINANCIAL LLC F/K/A. GREEN TREE SERVICING LLC	NEW RESIDENTIAL MORTGAGE LLC	7/18/2019	2019-156750
NEW RESIDENTIAL MORTGAGE LLC BY LOANCARE, LLC AS ATTORNEY IN FACT UNDER A LIMITED POWER OF ATTORNEY	LOANCARE, LLC	2/12/2020	2020-158084
FEDERAL NATIONAL MORTGAGE ASSOCIATION BY LOANCARE, LLC AS ATTORNEY IN FACT UNDER A LIMITED POWER OF ATTORNEY	NEW RESIDENTIAL MORTGAGE LLC BY LOANCARE, LLC AS ATTORNEY IN FACT UNDER A LIMITED POWER OF ATTORNEY	6/2/2020	2020-158572**

FEDERAL NATIONAL MORTGAGE ASSOCIATION BY LOANCARE, LLC AS ATTORNEY IN FACT UNDER A LIMITED POWER OF ATTORNEY	BANK OF AMERICA, N.A.	6/29/2020	2020-158682***
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\*CORRECTIVE GAP ASSIGNMENT – THIS ASSIGNMENT WAS RECORDED TO REMEDY THE GAP BETWEEN THE ASSIGNMENT RECORDED ON 12/27/2012 AS INSTRUMENT NO. 0137492 AND THE ASSIGNMENT RECORDED ON 7/8/2013 AS INSTRUMENT NO. 0143658

\*\*GAP/INEFFECTIVE ASSIGNMENT

\*\*\*CORRECTIVE ASSIGNMENT- THIS ASSIGNMENT WAS RECORDED TO CORRECT THE RECORDING DATE ON THE CORPORATE ASSIGNMENT RECORDED ON 7/18/2019 AS INSTRUMENT NO. 2019-156749

- The beneficiary or its successor in interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.
- Following is the true and correct signature of the affiant:

Dated this 19 day of November, 2020.

Affiant Name: LOANCARE, LLC

Signed By: 

Print Name: **DARCIE LYLE** ASSISTANT SECRETARY

STATE OF VIRGINIA

COUNTY OF VIRGINIA BEACH } ss:  
CITY

On this 19 day of NOV, 2020, personally appeared before me, a Notary Public, in and for said CITY and State, DARCIE LYLE, 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.

  
NOTARY PUBLIC IN AND FOR  
SAID CITY AND STATE

**LINDA ANN BROWN**



**NEVADA DECLARATION OF COMPLIANCE**  
**NRS 107.510**

Borrower(s): ROSEMARY TENBROEK  
Mortgage Servicer: LOANCARE  
Property Address: 173 COMSTOCK ST  
PIOCHE, NV 89043

The undersigned mortgage servicer representative declares that the mortgage servicer's business records reflect one of the following:

- The mortgage servicer contacted the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by NRS 107.510 (2). Thirty days have passed since the initial contact was made.
- The mortgage servicer tried with due diligence but was unable to contact the borrower as required by NRS 107.510 (5). *Thirty days have passed since these due diligence efforts were satisfied.*
- The mortgage servicer was not required to comply with 107.510, because the individual does not meet the definition of a "borrower" under NRS 107.410 since the individual:
  - is not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan
  - has surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person
  - has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure or trustee's sale.
- The mortgage servicer was not required to comply with 107.510 because, under NRS 107.460, it is a financial institution, as defined in NRS 660.045, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this state which constitute owner-occupied housing, as defined in NRS 107.080.

Dated: 8-7-19

LOANCARE, LLC

By: *Yvette Tuggle*

Print Name: YVETTE TUGGLE

**ASSISTANT SECRETARY**