

LINCOLN COUNTY, NV

2021-161605

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FIRST AMERICAN TITLE INSURANCE COMPANY 9 AE

OFFICIAL RECORD

AMY ELMER, RECORDER

A. P. No. 005-161-04
Foreclosure No. 18089

When recorded mail to:
Allied Foreclosure Services
190 W. Huffaker Lane, #408
Reno, NV 89511

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

TO WHOM IT MAY CONCERN:

WHEREAS, on October 24, 2014, JAMES H. BOURNE III and MISTY D. BOURNE, husband and wife, executed as Trustor a Deed of Trust, wherein NEVADA TITLE COMPANY, a Nevada corporation, is Trustee for FIRST FINANCIAL BANK, organized and existing under the laws of Arkansas, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on October 24, 2014, which said Deed of Trust was recorded October 27, 2014, as Document No. 0146410, Official Records, Lincoln County, Nevada; and

WHEREAS, there have been no endorsements to the Note or Assignments of the beneficial interest of the Deed of Trust; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., a Washington corporation, dba ALLIED TRUSTEE SERVICES, was substituted as Trustee under said Deed of Trust, in the place and stead of NEVADA TITLE COMPANY, by document recorded concurrently herewith; and

WHEREAS, AUTOMATIC FUNDS TRANSFER SERVICES, INC., dba ALLIED TRUSTEE SERVICES, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the undersigned; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on September 1, 2020, and in the failure to pay each such annual installment that thereafter became due, and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property commonly known as 25772 Hermitage Road, Pioche, Nevada, and described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Foreclosure Office of Allied Foreclosure Services, 190 W. Huffaker Lane, #408, Reno, Nevada 89511, Telephone No. (775) 851-0881, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale and Declaration of Mortgage Servicer which is hereby incorporated herein by this reference.

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

FIRST FINANCIAL BANK

214 N. Washington

El Dorado, AR 71730

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

FIRST FINANCIAL BANK

214 N. Washington

El Dorado, AR 71730

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

FIRST FINANCIAL BANK

214 N. Washington

El Dorado, AR 71730

2. The beneficiary under the Deed of Trust, the successor in interest of the beneficiary, or the trustee, is in actual or constructive possession of the note secured by the Deed of Trust; or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The Beneficiary, its successor in interest, the servicer of the obligation or debt secured by deed of trust, 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 and the local or toll-free telephone number described in subparagraph (4).

4. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to received the most current amounts due and a recitation of the information contained in this affidavit is: 775-398-4741

5. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust which information is based on the knowledge or information as described in NRS 107.0805(1)(b)(5)(I-IV), is provided as follows:

There are no assignments of record.

6. The affiant acknowledges that they understand that recording a false affidavit that they know or have reason to know if forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felony in the State of Nevada, under NRS 205.305.

Dated this 15 day of October, 2021.

Affiant Name: Paula M Davis

Signed By: Paula M Davis

Print Name: Paula M. Davis


STATE OF Arkansas)

COUNTY OF Union)

SS:

On this 15th day of October, 2021,
personally appeared before me, a Notary Public, in
and for said County and State, Paula M. Davis
as Vice President of/for FIRST

FINANCIAL BANK, known to me to be the person
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 COUNTY AND STATE

OFFICIAL SEAL - #12392907
SUSAN DILWORTH
NOTARY PUBLIC - ARKANSAS
UNION COUNTY
MY COMMISSION EXPIRES: 02-25-23

DECLARATION OF MORTGAGE SERVICER
(Pursuant to Nevada Revised Statute 107.510(6))

Mortgage Servicer: FIRST FINANCIAL BANK
Borrower(s): JAMES II. BOURNE III and MISTY D. BOURNE
Property Address: 25772 Hermitage Road, Pioche, Nevada
FCL No. 18089

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

1. _____ Mortgage servicer has made contact with the borrower pursuant to Nevada Revised Statute 107.510(2) or (5) to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure which contact was made more than 30 calendar days prior to the execution of this Declaration.

2. _____ Mortgage servicer has tried with due diligence to contact the borrower as required by NRS 107.510(5) (a) through (d) but the Borrower has failed to respond within the required time frames.

_____ Mortgage servicer has posted on its homepage the information required by NRS 107.510 5(e).

_____ Mortgage servicer does not have a web site.

3. ^{xx}_____ The requirements of Nevada Revised Statutes 107.400 through NRS 107.560 do not apply:

a. _____ The debtor is not a Borrower as defined in NRS 107.410 as:

_____ (i) debtor is not a natural person;

_____ (ii) debtor surrendered the secured property as evidenced by a letter confirming the surrender or delivering the keys to the mortgagee, trustee, beneficiary, or authorized agent of such person; or

_____ (iii) debtor has filed for relief under 11 U.S.C. Chapter 7, 11, 12, or 13.

b. _____ Pursuant to NRS 107.450 the loan is not a residential mortgage loan, which is primarily for personal, family or household use.

c. _____ The real property is not owner-occupied housing by the Borrower, as defined in NRS107.086(19)(d) .

d. ^{xx}_____ Pursuant to NRS 107.460, the lender is not a financial institution as defined by 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 NRS107.086.

The undersigned certifies 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.

Dated: October 15, 2021.

MORTGAGE SERVICER:

FIRST FINANCIAL BANK

By: Paula M. Davis

Name: Paula M. Davis

Its: Vice President