

LINCOLN COUNTY, NV

2022-161951

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SERVICELINK TITLE AGENCY INC.

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OFFICIAL RECORD

AMY ELMER, RECORDER

RECORDING REQUESTED BY:

ServiceLink

3220 El Camino Real Irvine, CA 92602

WHEN RECORDED MAIL TO:

Affinia Default Services, LLC

301 E. Ocean Blvd., Suite 1720, Long Beach, CA 90802

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: **003-173-11**

TS No.: **21-00197NV**

TSG ORDER No.: **210847451-NV-VOI**

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 ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

PROPERTY ADDRESS: **145 CULVERWELL STREET, CALIENTE, NV 89008**

NOTICE IS HEREBY GIVEN THAT: Affinia Default Services, LLC is the duly appointed substituted trustee under a Deed of Trust dated **July 2, 2010**, executed by **KIMBERLY C. LEBARON, AN UNMARRIED WOMAN**, as Trustor in favor of, recorded on **July 8, 2010** as **Document No.: 0136100, Book No.: 256, Page No.: 0661**, of Official Records in the Office of the County Recorder of Lincoln County, Nevada securing, among other obligations: One note(s) for the original sum of **\$192,945.00** that the beneficial interest under such Deed of Trust and the obligations secured hereby 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:

And Loan Modification recorded 07/05/2018 A Instrument No: 2018-154917

Installment of Principal and Interest which became due on August 1, 2019, plus impounds and/or advances together with late charges, and all subsequent installments of principal, interest, plus impounds and/or advances and late charges and any reoccurring obligation that become due, including trustee's fees and expenses.

That by reason therefore the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a substitution 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.

TS No.: 21-00197NV

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 must 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 reinstatement is possible and the amount, if any, to cure the default, please contact:

Affinia Default Services, LLC
301 E. Ocean Blvd., Suite 1720, Long Beach, CA 90802
(833) 290-7452

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

SunTrust Bank
Department: Loss Mitigation Department
Phone: 844-487-8478

Attached hereto 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 names and addresses of the local HUD approved counseling agency by calling HUD's toll-free telephone number: 800-569-4287. Additional information may be found on HUD's website: <https://www.hud.gov/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.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Please be advised **Affinia Default Services, LLC** is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of the debt referenced herein in a bankruptcy proceeding, this is not an attempt to impose personal liability upon you for payment of that debt. In the event you have received a bankruptcy discharge, any action to enforce the debt will be taken against the property only.

Dated: February 23, 2022

Affinia Default Services, LLC

BY: _____

Omar Solorzano

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 Los Angeles

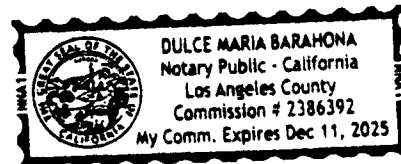
On February 23, 2022 before me, Dulce Maria Barahona Notary Public, personally appeared, **Omar Solorzano**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

Dulce Maria Barahona

Notary Public



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): KIMBERLY C. LEBARON, AN UNMARRIED WOMAN	Trustee Name and Address: Affinia Default Services, LLC 301 E. Ocean Blvd., Suite 1720 Long Beach, CA 90802
Property Address: 145 CULVERWELL STREET CALIENTE, NV 89008	Deed of Trust Document Instrument No: Document No.: 0136100 Book No.: 256 Page No.: 0661

STATE OF Virginia)
 (JL) CITY) ss:
 COUNTY OF Richmond)

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

1. I am an employee of Trust Bank. I am duly authorized to make this Affidavit for Trust 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 107.080(2)(c) 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 Trust 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 personal representative or assignee is:

Affinia Default Services, LLC	301 E. Ocean Blvd., Suite 1720, Long Beach, CA 90802
Full Name	Street, City, State, Zip

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

Truist Bank, formerly known as Branch Banking and Trust Company	2950 SunTrust Plaza, 303 Peachtree St NE, Atlanta, GA 30308
Full Name	Street, City, State, Zip

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

Truist Bank, formerly known as Branch Banking and Trust Company	2950 SunTrust Plaza, 303 Peachtree St NE, Atlanta, GA 30308
Full Name	Street, City, State, Zip

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

Truist Bank, formerly known as Branch Banking and Trust Company	2950 SunTrust Plaza, 303 Peachtree St NE, Atlanta, GA 30308
Full Name	Street, City, State, Zip

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 non-holder 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.

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: 1-855-223-4680.
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:

<u>Recorded Date</u>	<u>Recording Number</u>	<u>Name of Assignor and Assignee</u>
10/28/2014	Book: 291 Page: 0371 Document No.: 0146414	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MOUNTAIN AMERICA FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION, ITS SUCCESSORS AND ASSIGNS to BRANCH BANKING AND TRUST COMPANY

Truist Bank, formerly known as Branch Banking and Trust Company

Joe Lane
Print Name: Joe Lane
Title: AVP
Date: 2/17/2022

THE STATE OF Virginia §
COUNTY OF Richmond §
City

Before me, a notary public, on this day personally appeared Joe Lane, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Terry Goodloe King
Notary Public's Signature

TERRY GOODLOE KING
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2025
COMMISSION # 7970843

Terry Goodloe King
Printed Name of Notary Public, State of ~~Texas~~
Virginia

Declaration of Compliance
T.S. No. 21-00197NV

NEVADA DECLARATION OF COMPLIANCE
(NRS 107.510(6))

Borrower(s): KIMBERLY C LEBARON

Mortgage Servicer: SunTrust Bank

Property Address: 145 CULVERWELL STREET, CALIENTE, NV 89008

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

- The mortgage servicer has contacted the Borrower(s) to assess the Borrower(s)' financial situation, explore options for the Borrower(s) to avoid foreclosure, advise the Borrower(s) that s/he or they has/have the right to request a subsequent meeting and to provide the toll free HUD number to the borrower to find a local housing counselor. Thirty (30) days or more have passed since the initial contact was made.
- Despite the exercise of the statutorily-required due diligence, the mortgage servicer has been unable to contact the Borrower(s) to assess the Borrower(s)' financial situation, explore options for the Borrower(s) to avoid foreclosure, advise the Borrower(s) that s/he or they has/have the right to request a subsequent meeting and to provide the toll free HUD number to the borrower to find a local housing counselor. Thirty (30) days or more have passed since these due diligence efforts were satisfied.
- No contact was required by the mortgage servicer because:
 - The requirements of NRS 107.510 do not apply as the individual(s) do/did not meet the definition of "borrower" because the individual(s):
 - is/are not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan; or
 - has/have 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; or
 - 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 requirements of NRS 107.510 do not apply as the because the above-referenced loan did not meet the definition of "residential mortgage loan" (as defined in NRS 107.450).
 - The requirements of NRS 107.510 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.

Declaration of Compliance
T.S. No. 21-00197NV

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the Notice of Default to be recorded as all required pre-foreclosures notices were timely sent per statute.

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

SunTrust Bank

Name:
Title:

Joe Lane
Joe Lane
AVP

Date:

1/14/2022

