

LINCOLN COUNTY, NV

2022-162032

\$287.00

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03/10/2022 12:35 PM

MK CONSULTANTS

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OFFICIAL RECORD

AMY ELMER, RECORDER

Recording Requested by:

21st Mortgage Corporation

When Recorded Mail to:

Terence N. Cushing, Esq.
Quintairos, Prieto, Wood & Boyer, P.A.
8800 East Raintree Drive, Suite 100
Scottsdale, Arizona 85260

APN #: 003-181-07

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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 of this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT: Terence N. Cushing, Esq. is either the original Trustee or the duly appointed substitute Trustee under a Deed of Trust dated May 1, 2017 executed by Phillip Emry Reeves, a single person, Trustor, First American Title Insurance Co., Trustee, 21st Mortgage Corporation, Beneficiary, recorded on May 8, 2017 in Lincoln County, Nevada, in Book No. 311, Page 0074, as Document No. 0151731. Said obligations including ONE NOTE FOR THE ORIGINAL SUM OF \$50,732.10.

That a breach of, and default in, the obligation for which said Deed of Trust is security has occurred in the that payment has not been made of:

The installments of principal and/or interest which became due on May 15, 2021, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due on late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee 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 (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.

Pursuant to the attached Affidavit, 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 owed to satisfy the obligations secured thereby.

NOTICE

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.

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.

You may have the right to cure the default herein and reinstate the obligation secured by said Deed of Trust above described. Section 107.080 NRS permits certain defaults to be cured upon the payments 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 statutory period as set forth in section 107.080 NRS, the right of reinstatement will terminate and the property may thereafter be sold.

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:

21st Mortgage Corporation
c/o Christina Ensworth
620 Market Street, One Center Square
Knoxville, TN 37902
Phone: 1-800-955-0021 Ext. 1428

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: 1-800-333-4636, or you can go to the HUD website at: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

The Property Address: 170 Spring Heights, Caliente, Nevada, 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.

Dated: 03/09/22

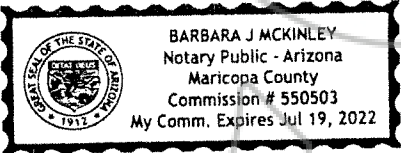
Terence N. Cushing, Esq. as a Trustee for 21st Mortgage Corporation.

Terence Cushing
Terence N. Cushing, Esq.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On March 9, 2022, 2022, before me, the undersigned Notary Public for said State, personally appeared Terence N. Cushing, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature: Barbara J. McKinley

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

APN: 003-181-07

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL
(NRS §107.080)

I, Christina Ensworth, am the Legal Coordinator for 21st Mortgage Corporation, the current Beneficiary of the subject Deed of Trust (“Current Beneficiary”), or the authorized representative of the Current Beneficiary. The borrower(s) identified in subject Deed of Trust is Phillip Emry Reeves. The subject Deed of Trust encumbers the real property located at 170 Spring Heights, Caliente, Nevada 89008. This Affidavit is provided in support of the Notice of Default and Election to Sell.

The following facts are, except without otherwise indicated, true of my own personal knowledge based upon my personal review and business records of 21st Mortgage Corporation which have been represented to me to be true by persons employed by 21st Mortgage who have a business duty to 21st Mortgage to accurately and completely make, take and maintain those records in the regular and ordinary course of their business duties. Where the following facts are not based on my personal knowledge, they are based on my personal review of documents which are of public records in the State of Nevada and/or documents created by third parties the accuracy of which 21st Mortgage relies on in conducting business of servicing mortgage loans.

- 1(a). The full name and business address of the current Trustee for the Deed of Trust at issue is Terence N. Cushing, Esq., Quintairos, Prieto, Wood & Boyer, P.A., 8800 East Raintree Drive, Suite 100, Scottsdale, Arizona 85260.
- 1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust at issue is 21st Mortgage Corporation, 620 Market Street, One Center Square, Knoxville, Tennessee 37902.
- 1(c). The full name and business address of the Current Beneficiary for the obligation of debt secured by the Deed of Trust at issue is 21st Mortgage Corporation, 620 Market Street, One Center Square, Knoxville, Tennessee 37902.
- 1(d). The full name and business address of the current servicer of the obligation secured by the Deed of Trust at issue is 21st Mortgage Corporation, 620 Market Street, One Center Square, Knoxville, Tennessee 37902.
2. I further affirm that to the best of my knowledge, and from my review of the documents of public record, the full name and business address of each prior beneficiary of the Deed of Trust of which I am aware at issue are:

Name: 21st Mortgage Corporation, a Delaware Corporation
Last Known Address: 620 Market Street, One Centre Square, Knoxville, TN 37902
Instrument: Deed of Trust, recorded May 8, 2017, Book No. 311, Page No. 0074,
Document No. 0151731, in the official records of Lincoln County, Nevada.
3. 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.

4. The current trustee under the Deed of Trust has the authority to exercise the power of sale with respect to the subject Deed of Trust pursuant to the instruction of the Current Beneficiary of record and the current holder of the Note secured by the Deed of Trust.
5. The following information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
 - 5(a). The total amount in default, as of February 24, 2022, is \$50,844.96 good through 3/15/2022.
 - 5(b). As of February 24, 2022, the amount of fees and costs already charged to debtor because of the default is \$ 272.50. This amount is included in 5(a).
 - 5(c). As of February 24, 2022, the unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$ 44,313.19.
 - 5(d). As of February 24, 2022, as a good faith estimate, the amount of fees and costs to be imposed or charged to the debtor because of the default, excluding the foreclosure fees and costs set forth in paragraph 5(e), below, will be \$2,500.00.
 - 5(e). A good faith estimate of the foreclosure fees and costs to be charged to the debtor in connection with the exercise of the power of sale under the Deed of Trust is \$781.00
6. To the best of my knowledge, and if an Exhibit "A" is attached, it contains the date, recordation number or other unique designation of the instrument that conveyed the interest of each beneficiary and a description of the instrument that conveyed the interest of each beneficiary.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and this Affidavit was executed on March 1st, 2022.

Christina Ensworth
 Christina Ensworth
 21st Mortgage Corporation

STATE OF TENNESSEE)
) ss.
 County of Knox)

The foregoing instrument was sworn and subscribed before me this 1st day of March, 2022, by Christina Ensworth, who is personally known to me.

Grant Gasper
 Signature

Grant Gasper
 Printed Name

NOTARY PUBLIC, State of Tennessee

My Commission expires: 5/6/23

