

LINCOLN COUNTY, NV

2022-162902

\$287.00

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08/15/2022 12:04 PM

WFG NATIONAL TITLE INSURANCE CO Pgs=10 KC

OFFICIAL RECORD

AMY ELMER, RECORDER

WFG National-Default Services

**Recording Requested by:
Same as below**

WHEN RECORDED MAIL TO:

**Prestige Default Services, LLC
1920 Old Tustin Ave.
Santa Ana, California 92705**

APN: 13-030-32

TS No.: 22-5834

2085004 NVD

The undersigned hereby affirms that there is no Social Security number contained in this document.

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SELL OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: PRESTIGE DEFAULT SERVICES, LLC is the duly appointed Trustee under a Deed of Trust dated 2/18/2003, executed by DAVID L. BARNES AND WHITNEY A. BARNES, HUSBAND AND WIFE AS JOINT TENANTS, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSOR AND ASSIGNS, recorded 2/26/2003, under instrument no. 119718, in book 170, page 479, 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 \$153,600.00, 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:

The installment of principal and interest and escrow amounts, if applicable, which became due on 11/1/2020, and all subsequent installments of principal and interest and escrow amounts through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premium, 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 the preserve its security, all of which must be paid as a condition of reinstatement including all sums that shall accrue through reinstatement or payoff.

That by reason thereof 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.: 22-5834

You may have a right to participate in the State of Nevada Foreclosure Mediation Program under NRS 107.086 if the time to request mediation has not expired.

Property Address: **4872 LONG ACRES LN
CALIENTE NEVADA 89008**

**ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF LINCOLN, STATE OF NEVADA,
DESCRIBED AS FOLLOWS:**

**THAT PORTION OF GOVERNMENT LOT 4 COMMONLY DESCRIBED AS THE NORTHWEST QUARTER
(NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 67
EAST, M.B.D. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**PARCEL 3 OF THAT CERTAIN PARCEL MAP RECORDED OCTOBER 2, 1998 IN THE OFFICE OF THE
COUNTY RECORDER OF LINCOLN COUNTY NEVADA IN BOOK B OF PLATS PAGE 154 AS FILE NO.
111670 LINCOLN COUNTY, NEVADA RECORDS.**

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Rushmore Loan Management Services, LLC
C/O Prestige Default Services, LLC
1920 Old Tustin Ave.
Santa Ana, California 92705
Phone: 949-427-2010

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:
Rushmore Loan Management Services, LLC
Phone: (949) 341-0777

T.S. No.: 22-5834

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.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

PRESTIGE DEFAULT SERVICES, LLC MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Dated: 8-12-22

PRESTIGE DEFAULT SERVICES, LLC

By: 

Briana Young, Trustee Sale Officer

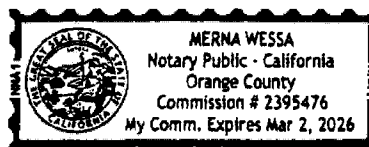
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } ss
County of Orange }

On 8/12/2022 before me, Merna Wessa Notary Public, personally appeared **Briana Young** personally known to me (or 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 certified 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  (Seal)



**DECLARATION OF MORTGAGE SERVICER
(NRS 107.510 (6))**

- **Borrower:** DAVID L. BARNES AND WHITNEY A. BARNES, HUSBAND AND WIFE
AS JOINT TENANTS
- **Property:** 4872 LONG ACRES LN
CALIENTE Nevada 89008
- **Loan No:** *****727
- **TS No:** 22-5834

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

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provided the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS 107.510(2). Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has exercised due diligence to contact the borrower as required by NSR 107.510(5), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
 - a. The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set for in or pursuant to NRS 107.460
 - b. The requirements do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set for in NRS 107.410
 - c. The requirements NRS 107.450 do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined by 107.450), OR, if the loan is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
 - d. The requirements of 107.510 do not apply as the default event in which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default and Demand to Sell to be recorded.

I certify that this declaration is accurate, completed and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclosure, including the borrower's loan status and loan information.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated: 8/1/12

U.S. Bank Trust National Association, as Trustee of
BKPL-EG Holding Trust

By: Rushmore Loan Management Services, LLC, its
Attorney in Fact

By: 

Print Name: James Byers

Its: Assistant Vice President

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: DAVID L. BARNES AND WHITNEY A. BARNES, HUSBAND AND WIFE AS JOINT TENANTS Or Borrower(s): DAVID L. BARNES AND WHITNEY A. BARNES, HUSBAND AND WIFE AS JOINT TENANTS	Trustee Address: 1920 Old Tustin Ave. Santa Ana, California 92705
Property Address: 4872 LONG ACRES LN CALIENTE Nevada 89008	Deed of Trust Document Instrument Number 119718
TS #: 22-5834	APN: 13-030-32

STATE OF CALIFORNIA)
) ss:
 COUNTY OF ORANGE)

The affiant, CRYSTAL HOLLINS, based on personal knowledge, and following a review of public records in the State of Nevada and a review of business records kept in the ordinary course of business, and under penalty of perjury attests as follows:

- (1) I am an authorized representative of Rushmore Loan Management Services, LLC. I am duly authorized to make this Affidavit for **RUSHMORE LOAN MANAGEMENT SERVICES LLC, IN ITS CAPACITY AS ATTORNEY IN FACT (OR SERVICER) FOR THE CURRENT BENEFICIARY OF THE SUBJECT DEED OF TRUST** in its capacity as the current beneficiary of the subject deed of trust, described in the Notice of Default to which this Affidavit is attached.
- (2) I have 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) I have personal knowledge of Rushmore Loan Management Services, LLC's policies and procedures for creating and maintaining business records. The records are made at or near the time of the occurrence of the event set forth therein, by a person with knowledge of the information contained in the record, or from information transmitted from a person with knowledge of the information described in the record. The records are kept in the ordinary course of Rushmore Loan Management Services, LLC's business activities, and it is the regular practice of Rushmore Loan Management Services, LLC to make and rely upon such 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. The information in this Affidavit is based solely upon my review of those Business Records, and official public records in the State of Nevada.

PRESTIGE DEFAULT SERVICES, LLC	1920 Old Tustin Ave. Santa Ana, California 92705
Full Name	Street, City, State, Zip

TS # 22-5834

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

U.S. Bank Trust National Association, as Trustee of BKPL-EG Holding Trust	7114 E. STETSON DR., SUITE 250 SCOTTSDALE, AZ 85251
Full Name	Street, City, State, Zip

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

U.S. Bank Trust National Association, as Trustee of BKPL-EG Holding Trust	7114 E. STETSON DR., SUITE 250 SCOTTSDALE, AZ 85251
Full Name	Street, City, State, Zip

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

Rushmore Loan Management Services, LLC	15480 Laguna Canyon Road Suite 100 Irvine, CA 92618
Full Name	Street, City, State, Zip

4. 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, its successor in interest, or the 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 under NRS § 104.3309.

5. 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 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 the 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 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 the recitation of the information contained in this Affidavit.

6. 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:

7. 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 or Dated Date	Recording Number	Name of Assignee (From/To)
09/16/2010	0136461	FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS TO: BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, ITS SUCCESSORS AND ASSIGNS
06/11/2012	0141446	FROM: FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS TO: BANK OF AMERICA N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP
06/04/2013	0143245	FROM: BANK OF AMERICA N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP TO: GREEN TREE SERVICING LLC
02/21/2020	2020-158109	FROM: DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING, LLC TO: NEW RESIDENTIAL MORTGAGE LLC, ITS SUCCESSORS AND ASSIGNS
06/15/2020	2020-158623	FROM: NEW RESIDENTIAL MORTGAGE LLC TO: NEWREZ LLC D/B/A/ SHELLPOINT MORTGAGE SERVICING
08/02/2021	2021-160911	FROM: NEWREZ LLC D/B/A/ SHELLPOINT MORTGAGE SERVICING TO: US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE FOR BKPL-EG SERIES I TRUST
12/01/2021	2021-161726	FROM: US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE FOR BKPL-EG SERIES I TRUST TO: US BANK TRUST NATIONAL ASSOCIATION AS TRUSTEE FOR BKPL-EG HOLDING TRUST

8. The beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust has instructed or hereby instructs the trustee to exercise the power of sale with respect to the subject real property.

Dated this 9 day of August, 2022.

U.S. Bank Trust National Association, as Trustee of BKPL-EG Holding Trust
By: Rushmore Loan Management Services, LLC, its Attorney in Fact

Signed By: _____

Print Name: CRYSTAL HOLLINS ASSISTANT VICE PRESIDENT

STATE OF _____)

COUNTY OF _____)

See Attached

On this _____ day of _____, 20____, personally appeared before me, a Notary Public, in and for said County and State, _____, 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 COUNTY AND STATE

ALL-PURPOSE ACKNOWLEDGMENT

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 Orange**

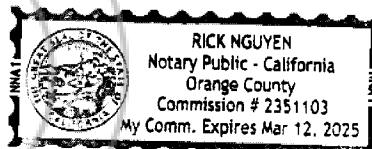
On **AUG 09 2022** before me, Rick Nguyen Notary Public, personally appeared, Crystal Hollins who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Seal)