

LINCOLN COUNTY, NV

2022-163574

\$287.00

Rec:\$287.00

12/28/2022 12:33 PM

VISIONET SYSTEMS - MCCARTHY

Pgs=8 KC

OFFICIAL RECORD

AMY ELMER, RECORDER

APN(s): 003-171-05

Recording requested by:

When recorded mail to:

Quality Loan Service Corporation

2763 Camino Del Rio South

San Diego, CA 92108

619-645-7711

TS No.: NV-22-939877-SH

Space above this line for recorders use only

Order No.: 220402370-NV-VO1

Property Address: 124 ROWAN DR., CALIENTE, NV 89008

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 of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **9/13/2006**, executed by **CHRISTOPHER D. MILLER, APRIL L. MILLER**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIDELITY MORTGAGE OF NY A DIVISION OF DELTA FUNDING CORPORATION, ITS SUCCESSORS AND ASSIGNS**, as beneficiary, recorded **9/22/2006**, as **Instrument No. 127469, Book 223, Page 92**, of Official Records in the Office of the Recorder of **LINCOLN** County, Nevada securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$96,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are 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:

**The installments of principal and interest which became due on 11/1/2021, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, 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 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. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.**

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 sold to satisfy the obligations secured thereby.

TS No.: NV-22-939877-SH  
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 may 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 a reinstatement is possible and the amount, if any, to cure the default, please contact:**

**Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as  
Legal Title Trustee for BCAT 2019-22TT  
c/o Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108  
619-645-7711**

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

**Select Portfolio Servicing, Inc.  
Contact: Loss Mit. Department  
Department: Loss Mit. Department  
Toll Free: 888-818-6032**

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.nlslaw.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.

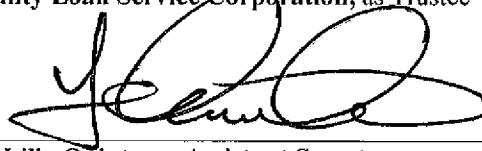
**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

TS No.: NV-22-939877-SH  
Notice of Default

Dated:

12/28/2022

Quality Loan Service Corporation, as Trustee



By: Lilia Quintana, Assistant Secretary

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)

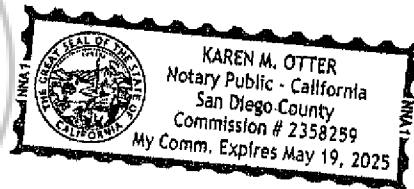
On December 28, 2022 before me, Karen M Otter a notary public, personally appeared Lilia Quintana, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(Seal)

  
Signature Karen M Otter



NEVADA DECLARATION OF COMPLIANCE

Re:

Loan Number:



Borrower Name: CHRISTOPHER MILLER

APRIL L MILLER

Address: 124 ROWAN DR, CALIENTE, NV 89008

Beneficiary: Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Legal Title Trustee for BCAT 2019-22TT

The undersigned beneficiary or authorized agent for the beneficiary hereby declares under the law of the State of Nevada that:

- 1)  The beneficiary or beneficiary's authorized agent has made contact with the borrower pursuant to NRS 107.510(2) to assess their financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since "initial contact" was made.
- 2)  The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower pursuant to NRS 107.510(5). Thirty (30) days or more have passed since the due diligence requirements were satisfied.
- 3)  No contact was required pursuant to NRS 107.410(2), as the borrower has filed a case under Chapter 7, 11, 12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
- 4)  No contact was required pursuant to NRS 107.410(1), as the borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, trustee, or authorized agent.
- 5)  The provisions of NRS 107.510 do not apply because the property is not owner occupied as the principal residence of the borrower(s).

Dated:

JUL 20 2022

By:

Sole Portfolio Servicing, Inc. as authorized agent of Beneficiary

Cora Allen

Document Control Officer

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

Borrower(s):  
**CHRISTOPHER D MILLER,  
APRIL L MILLER**

Trustee Address:  
**Quality Loan Service Corp.  
2763 Camino Del Rio S  
San Diego, CA 92108**

Property Address:  
**124 ROWAN DR.  
CALIENTE, NV 89008**

Deed of Trust Instrument Number:  
**Instrument No. 127469, Book 223, Page 92**

STATE OF: UTAH)

COUNTY OF: SALT LAKE)

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

1. I am an employee of Select Portfolio Servicing, Inc. ("SPS") I am duly authorized to make this Affidavit for SPS in its capacity as servicer and attorney-in-fact for the current beneficiary of the Deed of Trust, **Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Legal Title Trustee for BCAT 2019-22TT.**
2. I make this Affidavit based on my personal knowledge and can confirm the accuracy of the information set forth herein.
3. In the regular and ordinary course of business, it is SPS's practice to make, collect, and maintain business records and documents related to any loan it purchases or services, including the loan subject to this foreclosure. I have continuing access to these business records and have personally reviewed the business records relied upon to prepare this Affidavit.
4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Quality Loan Service Corp.

2763 Camino Del Rio South  
San Diego, CA 92108

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

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Legal Title Trustee for BCAT 2019-22TT	c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Drive Salt Lake City, UT 84119
--	---

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

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Legal Title Trustee for BCAT 2019-22TT	c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Drive Salt Lake City, UT 84119
--	---

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

Select Portfolio Servicing, Inc.	3217 S. Decker Lake Drive Salt Lake City, UT 84119
----------------------------------	---

8. The beneficiary, the successor in interest of the beneficiary, or the trustee of the Deed of Trust is in actual or constructive possession of the note secured by the Deed of Trust [or is entitled to enforce the obligation or debt secured by the deed of pursuant to the court order attached hereto as Exhibit A.].

9. The beneficiary, its successor in interest, the trustee, SPS, or an attorney representing any of those persons or entities, has sent to the obligor(s) or borrower(s) of the obligation or debt secured by the Deed of Trust a written statement containing the following information:

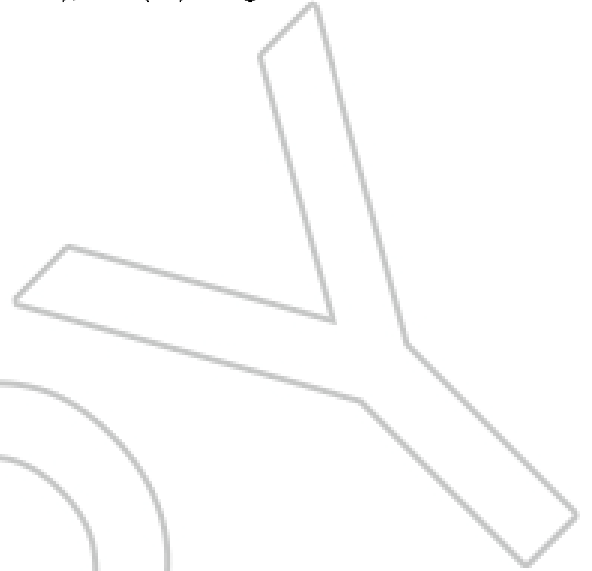
- (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale, and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
- (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 a local or toll free telephone number.

10. The obligor(s) or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit at the following toll free number: **1-866-925-7495**.

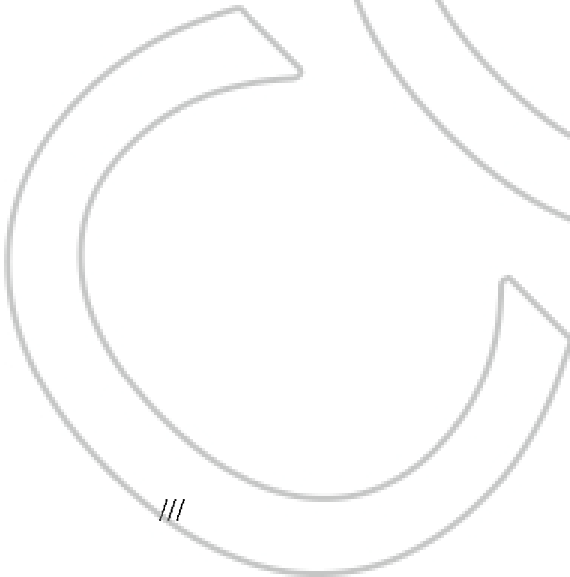
11. Pursuant to my review of the business records, the records of the county recorder where the subject real property is located, and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I)

the date, (II) the recordation number (or other unique designation), and (III) assignee of each recorded assignment of the subject Deed of Trust, if any:

///



///



///

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
4/15/2021	2021159889	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS BENEFICIARY, AS NOMINEE FOR FIDELITY MORTGAGE OF NY, ITS SUCCESSORS AND ASSIGNS	WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS LEGAL TITLE TRUSTEE FOR BCAT 2019-22TT

By: [Signature]  
Name: Justin Heflin  
Title: Document Control Officer  
Select Portfolio Servicing, Inc.  
Date: 12/09/2022

STATE OF UTAH )

COUNTY OF SALT LAKE )

Subscribed and sworn to before me on this 9 day of Dec., in the year 2022 by Justin Heflin \*, a Document Control Officer of Select Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument. Witness my hand and official seal.

[Signature]  
Notary Public

\* Personally Known

