

Inst #: 201109060000933

Fees: \$216.00

N/C Fee: \$0.00

09/06/2011 10:41:20 AM

Receipt #: 903354

Requestor:

LSI TITLE AGENCY INC.

Recorded By: SUO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN No.(s): 179-31-812-033

Recording requested by:

When recorded mail to:

Quality Loan Service Corp.

2141 5th Avenue

San Diego, CA 92101

619-645-7711

TS No.: NV-11-416987-EV

Space above this line for recorders use only

Order No.: 110008947-NV-LPI

1147 KINGSTON HILLS COURT, HENDERSON, NV 89015

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 Corp.** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 4/3/2006, executed by JOHN P. KELLEHER AND LORI A. KELLEHER , HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR REALTY MORTGAGE CORPORATION A MISSISSIPPI CORPORATION**, as beneficiary, recorded 4/10/2006, as Instrument No. **20060410-0002829**, in Book xxx, Page xxx, of Official Records in the Office of the Recorder of **CLARK** County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$494,300.00, 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 10/1/2010, 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 is no less than \$36,969.74 as of 9/2/2011 and 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.**

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered a written Declaration of Default and Demand for Sale 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.

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TS No.: NV-11-416987-EV  
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.

**To determine if reinstatement is possible and the amount, if any, to cure the default, or to receive any information relating to the status of the property please contact:**

**Bank of America, National Association, as Trustee for Morgan Stanley Mortgage Loan  
Trust 2006-16AX  
C/O Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711**

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

**Saxon Mortgage Services, Inc.  
Contact: Erandeni Garcia  
Department: Loss Mitigation Department  
Phone: 817-852-2467  
Toll Free: 888-325-3502**

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 toll-free hotline at (800) 569-4287 or you can go to The Department of Housing and Urban Development (HUD) web site at <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.

Notice of Default

Dated: **SEP 02 2011**

**Quality Loan Service Corp., as trustee**



**By: Elizabeth McNally, Assistant Secretary**

State of: **California )**

) ss.

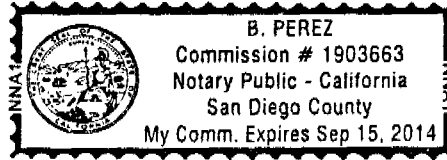
County Of: **San Diego )**

On 9/2/11 before me, **B. Perez** a notary public, personally appeared **Elizabeth McNally**, 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: **B. Perez**



**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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.