Recording requested by:

# wheirst American Title Co

Quality Loan Service Corp. 319 Elm Street, 2nd Floor San Diego, CA 92101

TS No.: NV-07-72113-JB

01/16/2007 04:30 PM Deputy: PK OFFICIAL RECORD Requested By: FIRST AMERICAN TITLE COMPANY

> Douglas County - NV Werner Christen - Recorder

Fee: 3 Page:

0.00 PG- 4302 RPTT:

16.00



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

Space above this line for Recorder's use

Order # 3205748

Loan No.: 18426221

Assessors Parcel No(s) 1220-16-310-020

### 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 12/14/2005, executed by DANA A. BOOMHOWER, AN UNMARRIED MAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC MERS ACTING SOLELY AS NOMINEE FOR MILA, INC., as beneficiary, recorded 12/19/2005, as Instrument No. 663762, in Book xxx, Page xxx of Official Records in the Office of the Recorder of DOUGLAS County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$161,500.00, that the beneficial interest under such Deed of Trust is secured thereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security. the undersigned; 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:

Installment of principal and interest plus impounds and / or advances which became due on 9/1/2006 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement.

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.

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

Litton Loan Servicing LP C/O Quality Loan Service Corp. 319 Elm Street, 2nd Floor San Diego, CA 92101 619-645-7711

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.

Dated: 1/11/2007

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: First American Title Insurance Company

VANGIFORTEGA

State of Nevada County of Clark	) SS.	
This instrument was	acknowledged before me, a notary public, by	on
	See attached	
Notary Public	+ / / >	

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

## 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.

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ACKNOWLEDGMENT State of: California County of: Orange		
On 1-12-07 , before me Kristin Tyler, notary public (here insert name and title of the officer)  personally appeared Varque Often		
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 be half of which the person(s) acted, executed		
the instrument.		
WITNESS my hand and official seal		
KRISTIN TYLER COMM. #1680517 Notary Public - California Orange County My Comm. Expires Jul. 21, 2010		
Signature(Seal)		

T.S. # NV-07-72113-TB

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