When recorded mail to: Wells Fargo Bank, N.A. c/o American Securities Company 5340 Kietzke Lane #101 Reno, NV 89511

the undersigned states and affirms there is no SS# within this document

NEW APN 1121-05-510-008 APN #35-360-030 F/C No. 2007-140 DO-1070562-TSG DOC # 714213

12/04/2007 08:47AM Deputy: EM
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 2 Fee: 15.00
BK-1207 PG-384 RPTT: 0.00

77.

## NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL UNDER DEED OF TRUST

## NOTICE IS HEREBY GIVEN:

THAT American Securities Company of Nevada is duly authorized Trustee under a Deed of Trust made and executed by Randall W. Stephens and April J. Stephens, husband and wife as joint tenants, TRUSTORS, dated March 23, 2000, recorded March 28, 2000 as Document No. 0488717, Book 0300, Page 5201 and re-recorded April 27, 2000 as Document No. 0490758, Book 0400, Page 5216 of Official Records of Douglas County, State of Nevada, securing among other obligations, one Note in the amount of \$86,800.00 in favor of Wells Fargo Bank, N.A., successor in interest to Wells Fargo Bank Northwest formerly known as First Security Bank, N.A., as Beneficiary.

That the beneficial interest under such Deed of Trust and the obligation secured thereby are presently held by the undersigned; that a breach of an obligation for which said Deed of Trust is a security has occurred in that there has been a default(s) in that payment has not been made of:

The installment of principal and interest which became due on August 1, 2007 and all subsequent installments, together with late charges as set forth in Note and Deed of Trust.

There is now owing and unpaid upon said note the principal sum of \$79,964.90 plus arrearages now owing and unpaid through November 27, 2007 in the amount of \$3,336.49, principal and interest, plus any late charges, advances, assessments, taxes, trustee fees and/or any ensuing charges hereafter incurred.

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 into 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 thirty-five (35) days after the recording of the said Notice of Default. No sale date may be set until three months from the date this notice was recorded (which date appears on this notice).

By reason of said breach and default, it is hereby declared that the whole of said unpaid amount of said note and all other sums secured by said Deed of Trust are immediately due and payable, and notice is hereby given of the election of the undersigned to cause TRUSTEE to sell the property described in the Deed of Trust in the manner provided therein; and that the beneficiary has heretofore executed and delivered to said Trustee a written Declaration of Default and Demand for Sale of said property.

WELLS FARGO BANK, N.A., successor to Wells Fargo Bank Northwest, fka First Security Bank, N.A.

PHILOMENA PLUNKET Notary Public - State of Nevada Appointment Recorded in Washoe County No: 99-37667-2 - Expires November 15, 2011

STATE OF NEVADA COUNTY OF WASHOE

On this 27th day of November, 2007 personally appeared before me, Paul Lathrop, known to me to be the person who executed the foregoing instrument, or proved to be the same based upon the presentation of satisfactory evidence, and who acknowledged that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

Philomena Plunket

Notary Public

BK-1207 PG-385

714213 Page: 2 of 2 12/04/2007