

OFFICIAL RECORD
Requested By:
TITLE COURT SERVICE

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 16.00
BK-1207 PG- 4151 RPTT: 0.00



When Recorded Return To:

Financial Default Services
209 Kerry Street, 2nd Floor
✓ San Francisco, California 94108
TS Number: 46173EG-NV

APN Number: 1220-126-100-04

NOTICE OF BREACH AND ELECTION TO SELL

UNDER DEED OF TRUST

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

NOTICE IS HEREBY GIVEN:

That Trust Deed Investments, Inc. was the original Trustee under a Deed of Trust Assignment of Rents Security Agreement (together with any modifications thereto, the "Deed of Trust"), dated May 31, 2007 executed by James Kyle Bell as Trustor, to secure certain obligations in favor of Trust Deed Investments, Inc., a California Corporation C.F.L. License No. 6052536, as Beneficiary, recorded June 11, 2007 as Instrument Number 0702800 in Book No. N/A at Page N/A of Official Records in the office of the Recorder of Douglas County, Nevada, and that

The Deed of Trust encumbers certain property more particularly described therein (the "Trust Property"), and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Note Secured by Deed of Trust dated May 31, 2007 with a face amount of \$664,000.00 (together with any modifications thereto, the "Note"), and that

The term "Trustor" as used herein shall mean either the above original trustor under the Deed of Trust or, if applicable, its successor in interest with respect to the Trust Property, and that

Notice is hereby given that a breach of the obligations secured by the Deed of Trust has occurred in that Trustor has failed to perform obligations pursuant to or under the Note and/or the Deed of Trust, specifically, failed to pay payments due under the terms of the Note, together with late charges due thereon; proof that property taxes are paid current; and that

The Trustor has failed, or shall hereafter fail, to: failed to pay payments which became due under the terms of the Note; together with late charges and default interest due; failed to maintain payments due under the terms of a senior obligation(s) pursuant to the terms of the Deed of Trust and/or Note; and all other and subsequent interest and/or principal together with late charges and failed to pay sums advanced by the Beneficiary in connection with protecting the security of the Notes, the Deed of Trust/or default interest and/or any and all other obligations and indebtedness as may become due under the terms of or under the Note and/or Deed of Trust and not performed and/or paid including, without limitation, the entire principal balance of the obligation secured by the Deed of Trust, which obligation, by its terms, will become due in its entirety on July 1, 2017, and reimbursement to the Beneficiary and/or the Trustee of any of the following fees, costs and expenses heretofore or hereafter incurred, suffered or paid by the Beneficiary and/or the Trustee in connection with the Note and/or Deed of Trust, the Trustor or the Trust Property:

1. attorney's fees and costs including, without limitation, those incurred in connection with foreclosure of the Deed of Trust, appointment of a receiver with respect to the Trust Property, litigation over the amount, validity, enforcement or priority of the Note and/or Deed of Trust, or commencement of an action or proceeding for relief from any bankruptcy court or other judicial or administrative stay, order or injunction, and all other such matters;
2. real and/or personal property taxes, or payments under or with respect to prior or junior liens or encumbrances, insurance premiums and all other such matters;
3. protection, preservation, repairs, restoration or completion of the Trust Property, and all other such matters;
4. compliance with any applicable laws, regulations or orders, and all other such matters;
5. Trustee's fees, trustee's sale guarantee premiums, and other foreclosure costs, and all other such matters; and that

It is the intention of the Beneficiary to include herein all delinquent sums or obligations now or hereafter secured by and under the Deed of Trust, whether presently known or unknown, and whether or not



specifically set forth herein, and that

That by reason of the breach and default, the undersigned, the present beneficiary under the Deed of Trust, does hereby declare all sums secured by the Deed of Trust are immediately due and payable, and notice is hereby given of the election of the undersigned to cause the Trustee to sell the property described in the Deed of Trust in the manner provided therein.

NRS Section 107.080 permits certain defaults to be cured upon payment of the amounts required by that section without requiring payment of the portion of the principal and interest which would not be due had not default occurred. Where reinstatement is possible if the default is not cured within 35 days following recording and mailing of the notice to trustor or trustor's successors in interest, the right of reinstatement will terminate and the property may thereafter be sold.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, contact:

Trust Deed Investments, Inc.
Anita Davis
1255 Post Street, Suite 496
San Francisco, CA 94109
415-440-8400

Dated: December 19, 2007

Trust Deed Investments, Inc., the Beneficiary
Financial Title Company, agent for the Beneficiary
By: Title Court Service, as agent

By: 
JO ANN EVERSOLE

STATE OF NEVADA }

} SS.

COUNTY OF WASHOE }

On December 19, 2007, before me, ERIC SIMMONS, Notary Public, personally appeared, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

