

[WHEN RECORDED MAIL TO:]  
Law Offices of Les Zieve  
17682 Beach Blvd., Suite 204  
Huntington Beach, CA 92647

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02/22/2008 02:38PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN NATIONAL  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-208 PG-5159 RPTT: 0.00



1319-11-161-008

APN: ~~1319-101-010-08~~

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

**3627225 DM**

TS No. : 8913

Loan No.: 3000273735

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

**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 in 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 from the date this Notice of Default may be recorded. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is **\$45,874.04** as of **2/15/2008** and will increase until your account becomes current.

**NOTICE IS HEREBY GIVEN THAT: LAW OFFICES OF LES ZIEVE** is original trustee, the duly appointed Trustee, or acting as agent for the trustee or beneficiary under a under a Deed of Trust dated **12/22/2004**, executed by **JOHN F. SIEBEN, JR, a single person**, as trustor in favor of **U.S. BANK NATIONAL ASSOCIATION**, recorded **2/1/2005**, under instrument no. **0635693**, in book 205, page 8, of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations.

**ONE (1)** for the Original sum of **\$100,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

**THE BALANCE OF PRINCIPAL WHICH BECAME DUE ON 1/15/2008, WITH INTEREST FROM 7/11/07 ALONG WITH LATE CHARGES, FORECLOSURE FEES AND COSTS ANY LEGAL FEES OR ADVANCES THAT HAVE BECOME DUE.**

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 Trustors'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.

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

**US BANK , NATIONAL ASSOCIATION  
C/O Law Offices of Les Zieve  
17682 Beach Blvd, Suite 204  
Huntington Beach, CA 92647  
Phone: 714-848-7920**

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.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

WE ARE ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THE PURPOSE BY EITHER OURSELVES OR THE BENEFICIARY, WHETHER RECEIVED ORALLY OR IN WRITING. YOU MAY DISPUTE THE DEBT OR A PORTION THEREOF UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS. THEREAFTER WE WILL OBTAIN AND FORWARD TO YOU WRITTEN VERIFICATION THEREOF. SHOULD YOU NOT DO SO, THE DEBT WILL BE CONSIDERED VALID. IN ADDITION, YOU MAY REQUEST THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT ONE.



Dated: February 21, 2008

Law Offices of Les Zieve, as Agent for Beneficiary  
First American Title Ins. Co., as Agent


  
DARIEN MCDONALD

State of CALIFORNIA  
County of orange

On 2/22/08, before me, **EREN DE LA TORRE**, personally  
appeared **DARIEN MCDONALD** 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.

  
Signature of Notary

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

