Recording requested by: First American Title Insurance Company

When recorded mail to:

TS No.: NV-08-01187

Premier Trust Deed Services, Inc. 6501 Irvine Center Drive, MS. DB-PT Irvine, CA 92618

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

Space above this line for Recorder's use

DOC # 720890 04/04/2008 03:37PM Deputy: EM OFFICIAL RECORD Requested By FIRST AMERICAN NATIONAL

Page: 1 of 2 Fee: BK-408 PG-1292 RPTT: 0.00

Douglas County - NV Werner Christen - Recorder 1 of 2 Fee: 15.00

15.00

Loan No.: 0021067970

Assessors Parcel No(s) 1320-32-712-007

Notice of Breach and Default and of Election to Cause Sale of Real **Property Under Deed of Trust**

Order # 3687640

NOTICE IS HEREBY GIVEN: That Premier Trust Deed Services, Inc. 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 3/14/2006, executed by ROBIN D. HOYT AND JAMES D. HOYT, WIFE AND HUSBAND, AS JOINT TENANTS., as Trustor, to secure certain obligations in favor of OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, as beneficiary, recorded 3/21/2006, as Instrument No. 0670326, in Book 0306, Page 7259 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 \$310,500.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of presently held by 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 1/1/2008 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.

TS No.: NV-08-01187 Loan No.: 0021067970 Notice of Default

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property only.

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

Option One Mortgage Corporation (Servicer) 6501 irvine Center Drive Irvine, CA 92618 949-790-3600

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: 4/4/2008 Premier Trust Deed Services, Inc., as Agent for the Beneficiary BY: First American Title Insurance Company, its agent SS before me, the undersigned Notary personally appeared \(\lambda \alpha \cong \lambda \l 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. M. SPENCER Commission # 1786846 WITNESS my hand and official seal iolory Public - California **Orange County** MyComm. Explicat Dec 24, 2011 Signature^l (Seal) 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

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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PG-1293