

DOC # 725480
06/20/2008 09:40AM Deputy: PK
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 3 Fee: 16.00
BK-608 PG-5369 RPTT: 0.00



When Recorded Mail To:

Fidelity National Title Company
391 Howe Avenue
Suite 101
Sacramento, CA 95825
1009421 To

APN: 1320-32-702-003
3600056622

08-01845-5 JV

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

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

That Fidelity National Title Company is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust (together with any modifications thereto, the "Deed of Trust") dated as of November 28, 2006, executed by VICKY D MORRISON, AN UNMARRIED WOMAN as trustor (the "Original Trustor"), to secure certain obligations in favor of Bank of the West, as beneficiary (the "Original Beneficiary"), recorded November 30, 2006, as Instrument Number 0689740 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 Promissory Note (together with any modifications thereto, the "Note"), with a face amount of \$562,500.00, and that

The term "Trustor" as used herein shall mean either the Original Trustor or, if applicable, its successor in interest with respect to the Trust Property, and that The term "Beneficiary" as used herein shall mean either the Original Beneficiary or, if applicable, its successor in interest with respect to the Trust Property, and that

The term "Trustee" as used herein shall mean either the original trustee set forth in 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, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or the Deed of Trust,

specifically: failed to pay payments which became due; together with late charges due; together with other fees and expenses incurred by the Beneficiary; and that

The Trustor has failed, or shall hereafter fail, to pay all other and subsequent interest and/or principal together with late charges and/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, 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.

Beneficiary hereby elects to conduct a unified foreclosure sale and to include in the non-judicial foreclosure of the estate described in this Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust all of the personal property and fixtures described in the Deed of Trust and in other instruments executed by the Trustor in favor of the Beneficiary. Beneficiary reserves the right to revoke its election as to some or all of said personal



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property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at Beneficiary's sale to be conducted pursuant to the Deed of Trust and this Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust.

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

Bank of the West
c/o Fidelity National Title Company
391 Howe Avenue
Suite 101
Sacramento, CA 95825
Phone: 916-646-5624
08-01845-5 JV
Dated: June 16, 2008

Bank of the West, the Beneficiary
By: Fidelity National Title Company, agent for the Beneficiary

By: *[Signature]*
Sherree Truitt Morris, Assistant Vice President

STATE OF Ca
COUNTY OF Orange

On 6-18-08 before me, ^{*Diane P. Gentilin*} the undersigned Notary Public in and for said county, personally appeared *Sherree Truitt Morris, Assistant Vice President* 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.

Diane P. Gentilin
Notary Signature *Diane P. Gentilin*

