

DOC # 727171  
07/21/2008 11:37AM Deputy: EM  
OFFICIAL RECORD  
Requested By:  
STEWART TITLE - DOUGLAS  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-708 PG-4249 RPTT: 0.00



**RECORDING REQUESTED BY:**  
Chicago Default Services - NV  
**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
2525 East Camelback Road, Suite 200  
Phoenix, AZ 85016

NDSC File No. : 08-43282-ASR-NV

1010117 TO

APN: 1220-03-212-005

Title Order No.: H805566

Loan No.: 1100177026

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**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 five business days prior to the date set for the sale of your property. 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 \$9,426.61, as of 07/16/2008 and will increase until your account becomes current.**

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

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To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

America's Servicing Company  
c/o National Default Servicing Corporation  
2525 East Camelback Road, Suite 200  
Phoenix, AZ 85016 Phone 602-264-6101 Sales Website: www.ndscorp.com/sales

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.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION 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 01/27/2006, executed by THOMAS R. SPATES, A MARRIED MAN AND TIFFANY SPATES, A MARRIED WOMAN, as Trustor, to secure certain obligations in favor of FIRST HORIZON HOME LOAN CORPORATION as beneficiary recorded 01/31/2006, as Instrument No. 0666896 BK-0106 PG-10487 (or Book, Inst.) of Official Records in the Office of the County Recorder of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$210,628.00.**

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 : **FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 04/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated: July 16, 2008  
National Default Servicing Corporation, As Agent for America's Servicing Company

By : LPS-Lender Processing Services, as Agent **Anselmo Pagkaliwangan**  
State of California  
County of Orange

On July 16, 2008 before me, Pamela M. Wilson, Notary Public, personally appeared Anselmo Pagkaliwangan, who proved to me on the basis of satisfactory evidence to be the person whose name is

(continued from page 2: Notice of Default and Election to Sell)



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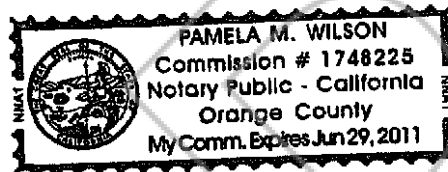
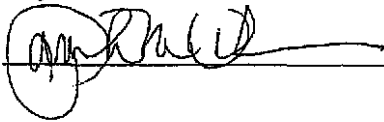
Loan No.: 1100177026

subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 \_\_\_\_\_ (Seal)



BK-708  
PG-4251