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OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-908 PG-2866 RPTT: 0.00



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
INTEGRATED LENDER SERVICES
2411 West La Palma Ave.
Suite 350, Building No. 1
Anaheim, CA 92801

169098
Title Order No. Trustee Sale No. 59292 Loan No. 1826281 APN 1420-3402-010

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

NOTICE IS HEREBY GIVEN THAT: Integrated Lender Services, A Delaware Corporation is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Construction Deed of Trust dated 03/15/2006, executed by Kim Posnien Construction and Development Company as Trustor, to secure certain obligations in favor of Business Bank of Nevada under a Construction Deed of Trust Recorded on 03/20/2006 As Document No. 0670270 in Book 0306 Page 7062 and a Forbearance and Loan Modification Agreement Recorded on 03/20/2008 as Document No. 0719930 in Book 0308 Page 4321 and a UCC Financing Statement Filed on 03/27/2006 as Document No. 2006009537-0 with the Secretary of the State of Nevada of Official Records in the Office of the Recorder of Douglas County, State of Nevada.

ONE (1) note(s), agreements and modifications for the Original sum of \$1,950,000.00, that the beneficial interest under such Construction Deed of Trust and the obligations secured hereby are presently held by the undersigned; That a breach of the obligations for which said Construction Deed of Trust is security has occurred in that payment has not been made of: THE BENFICIARY HAS EXCERCISED ITS OPTION TO DECLARE SAID LOAN ALL DUE AND PAYBLE TOGETHER WITH ALL MONIES DISPURSED TO PROTECT THE LENDER'S INTEREST IN THE PROPERTY. PAYMENT OF SUCH INDEBTEDNESS HAS NOT BEEN MADE. ANY ADVANCES WHICH MAY HEREAFTER BE MADE AND FORECLOSURE FEES AND EXPENSES. ALL OBLIGATIONS AND INDEBTEDNESS AS THEY BECOME DUE AND CHARGES PURSUANT TO SAID NOTE, CHANGE IN TERMS AGREEMENT, UCC FINANCING STATEMENT, CONSTRUCTION PERSONAL PROPERTY COLLATERAL, UCC CONSTRUCTION COLLATERAL , COLLATERAL DESCRIPTION EXHIBIT, CONSTRUCTION LOAN AGREEMENT,

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APN 1420-34-02-010

ASSIGNMENT OF CONSTRUCTION CONTRACTS, COMMERCIAL SECURITY AGREEMENT AND CONSTRUCTION DEED OF TRUST. THIS LOAN IS CROSS DEFAULTED AND CROSS COLLATERALIZED WITH LOAN NO. 1824793.

That by reason thereof, the present beneficiary under such Construction Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Construction Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

As more fully described on said Construction Deed of Trust

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Construction 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 of Trustor of 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.

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.



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

City National Bank, sucesor by merger with Business Bank of Nevada
c/o Integrated Lender Services
14320 Firestone Blvd., Suite 303
La Mirada, CA 90638
(800) 232-8787

Date: 9/9/08

Integrated Lender Services, A Delaware Corporation



Renae C. Smith, Sr. Trustee Sale Officer

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 9-9-2008 before me, S. MARTINEZ, A Notary Public, personally appeared
(Name and Title)

Renae C. Smith, 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 S. Martinez

