

DOC # 735785
01/14/2009 02:19PM Deputy: DW
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-109 PG-2196 RPTT: 0.00



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

APN: 1318-15-612-017

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

090018004 / 1014716

TS No. : 09-00360-OC

Loan No.: 40555351

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 **\$19,678.62** as of **1/13/2009** and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: Western Progressive, LLC is original trustee, the duly appointed Trustee, or acting as agent for the trustee or beneficiary under a under a Deed of Trust dated **10/23/2006**, executed by **Sandra Lee Burns, AN UNMARRIED WOMAN**, as trustor in favor of **WMC Mortgage Corp., as lender MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, recorded **11/1/2006**, under instrument no. **0687765**, in book **1106**, page **00412**, of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations.

One note(s) for the Original sum of **\$540,000.00**, 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 monthly installment of principal and interest which became due on 10/1/2008, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

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.

T.S. No.: 09-00360-OC Loan No.: 40555351

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' 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:

Ocwen Loan Servicing, LLC
c/o Western Progressive, LLC
C/O Law Offices of Les Zieve
18377 Beach Blvd., Suite 210
Huntington Beach, California 92648
Beneficiary Phone: 877-596-8580

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: 1/13/2009

Western Progressive, LLC as agent for beneficiary by Law
Offices of Les Zieve, as agent *by LSI Title Agency Inc.*

G. Sheppard

G. Sheppard, authorized signor



BK-109
PG-2197

State of CALIFORNIA

County of Orange

On 1-13-09, before me, Sara Lauren Griffin, personally appeared G. Sheppard, authorized signer 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.

Sara Lauren Griffin
Signature of Notary

Sara Lauren Griffin

