WHEN RECORDED MAIL TO: Law Offices of Les Zieve 18377 Beach Blvd., Suite 210 Huntington Beach, California 92648 DOC # 737388
02/09/2009 03:19PM Deputy: SG
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-209 PG-2058 RPTT: 0.00

APN: 1420-07-812-011

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

190088520

1015479

TS No.: 09-00938

Loan No.: 7760580

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 \$12,440.54 as of 2/5/2009 and will increase until your account becomes current.

Western Title

NOTICE IS HEREBY GIVEN THAT: Western Reogressive LLC is original trustee, the duly appointed Trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 12/9/2005, executed by MITCHELL MOYLE AND SHANNON A. MOYLE, HUSBAND AND WIFE AS JOINT TENANTS, as trustor in favor of IMPERIAL LENDING, LLC, recorded 12/15/2005, under instrument no. 0663471, in book ---, page ---, 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 \$239,400.00, 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 11/1/2008, 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. T.S. No.: 09-00938 Loan No.: 7760580

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 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:

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-SD1, Asset Backed Pass-Through Certificates

C/O 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.

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T.S. No.: 09-00938 Loan No.: 7760580

Dated: 2/5/2009

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

G. Sheppard, authorized signer

State of CALIFORNIA County of _______

On 2-5-09, before me, Connie L. Bonn, personally appeared who proved to

me on the basis of satisfactory evidence to be the person(s) whose name(s) (s/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(it/s), 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 of Notary

CONNIE L. BORRAS
Commission # 1733995
Notary Public - California
Orange County
MyComm. Expires Apr 22, 2011

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