

DOC # 738241  
02/20/2009 02:27PM Deputy: KE  
OFFICIAL RECORD  
Requested By:  
FIDELITY NATIONAL DEFAULT  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-209 PG-5182 RPTT: 0.00



Recording requested by:

When recorded mail to:  
Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711

Space above this line for recorders use only

Assessors Parcel No(s): 1420-07-716-003

TS # NV-09-250187-  
TC

Order # 090121184-NV-LPO

Loan # 1005461080

**Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust**

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. 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 3/30/2005, executed by GREGORY MALAVAZOS, AN UNMARRIED MAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, F. S. B., A FEDERALLY CHARTERED SAVINGS BANK, as beneficiary, recorded 3/31/2005, as Instrument No. 0640521, in Book 0305, Page 14288 of Official Records in the Office of the Recorder of DOUGLAS County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$260,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby 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 in that payment has not been made of:

Installment of principal and interest plus impounds and advances which became due on 11/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement.

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 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.

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Loan No.: 1005461080  
Notice of Default  
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**To determine if reinstatement is possible and the amount, if any, to cure the default, contact:**

Indymac Bank FSB  
C/O Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711

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.

**Dated: 2/19/2009**

**Quality Loan Service Corp., AS AGENT FOR BENEFICIARY**  
**BY: LSI Title Company, Its Agent**

By: \_\_\_\_\_  
Linda Perez, Authorized Signer

State of \_\_\_\_\_ ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me, a notary public, by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.



State of California

County of Orange

On February 20, 2009, before me, Sara Lauren Griffin,  
Notary Public, personally appeared **Linda Perez**, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that **she** executed the same in **her** authorized capacity and that  
by **her** 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 Sara Lauren Griffin (Seal)

Sara Lauren Griffin

