

APN: 1220-10-600-001
RECORDING REQUESTED BY
FIRST AMERICAN TITLE
AND WHEN RECORDED MAIL TO
FCI LENDER SERVICES, INC.
8180 EAST KAISER BOULEVARD
ANAHEIM HILLS, CA 92808-2277

DOC # 739816
03/18/2009 03:35PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICAN NATIONAL
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-309 PG-4460 RPTT: 0.00



4056725

Title Order No. Trustee Sale No. 60178 Loan No. 26-28803-273

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN 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 you account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of you account 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 \$18,092.57 , AS OF 03/17/2009 and will increase until your account becomes current.

While you property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required 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 reinstate that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon you 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 through full payoff was demanded, but you must pay all amounts in default at the time payment is made. However, you and you 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 you 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.

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

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To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if you property is in foreclosure for any other reason, contact: THE BENEFICIARIES c/o FCI LENDER SERVICES, INC., 8180 EAST KAISER BOULEVARD, ANAHEIM HILLS, CA 92808-2277(714) 282-2424

If you have any questions, you should contact a lawyer or the governmental agency, which may have insured you loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior t 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: FCI LENDER SERVICES, INC. is the duly appointed Trustee, or duly authorized agent for the Beneficiary, or duly designated Agent for the Beneficiary or Trustee under a Deed of Trust dated 10/17/2007, executed by WAYNE PROUTY AND DEBBIE PROUTY as Trutor, to secure certain obligations in favor of BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION under a Deed of Trust RECORDED ON 10/17/07 AS DOC #711320 of Official Records in the Office of the Recorder of Douglas County, State of Nevada. As more fully described on said Deed of Trust, Securing the Note(s) for sum of \$553,639.00that the beneficial interest under said Deed of Trust and obligations secured thereby are presently held by the beneficiary;

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO PAY DELINQUENT PROPERTY TAXES IN THE APPROXIMATE AMOUNT OF \$4,059.87 AS OF THE DATE OF THIS NOTICE. THE MONTHLY INSTALLMENT WHICH BECAME DUE 01/17/2009 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES. ADVANCES TO SENIOR LIENS, INTEREST INSURANCE, TAXES AND DELINQUENT TAXES AND/OR INSURANCE PREMIUMS TO BE ADVANCED BY THE BENEFICIARY AFTER THE RECORDING OF THE NOTICE OF DEFAULT. AS A CONDITION OF REINSTATEMENT, ALL SENIOR LIENS, PROPERTY TAXES AND FIRE INSURANCE PREMIUMS MUST NOT BE DELINQUENT AND MUST HAVE A CURRENT PAID STATUS.


That by reason thereof, the present beneficiary under such 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 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.

Date: 3/17/09



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FOR: THE BENEFICIARIES
BY: FCI LENDER SERVICES, INC., AS AGENT



Vivian Prieto, Vice President

State of California
County of Orange ss

On 3/17/09 before me, Aleisa Bierman, a Notary Public in and for said county, personally appeared Vivian Prieto, Vice President, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public in and for said County and State



Comm. Exp. Mar. 20, 2010

