A. P. No. 1318-15-410-005 Foreclosure No. 17246

When recorded mail to: Allied Foreclosure Services 6121 Lakeside Drive, #150 Reno, NV 89511 DOC # 742450
05/01/2009 03:36PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-509 PG-336 RPTT: 0.00

## AFFIRMATION PURSUANT TO NRS 111.312(1)(2) AND 239B.030(4)

 $\chi$  Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

-OR-

The undersigned, hereby affirm(s) that this document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by the following:

Signature

Agent

N/A

Print Signature

Title Forcelosure Offices

NOTICE OF DEFAULT AND ELECTION TO SELL

TO WHOM IT MAY CONCERN:

WHEREAS, on July 28, 2005, CHRISTOPHER G. WAREN, a single man, executed as Trustor a Deed of Trust wherein TSI TITLE AND ESCROW, INC., a Nevada corporation, is Trustee for LAWRENCE J. FRY, Trustee of THE K. FRY TRUST dated February 18, 1991, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on July 28, 2005, which said Deed of Trust was recorded September 15, 2005, as Document No. 655121, Official Records, Douglas County, Nevada; and

WHEREAS, ALLIED 1031 EXCHANGE, a Nevada corporation, dba ALLIED FORECLOSURE SERVICES, was substituted as Trustee under said Deed of Trust in the place and stead of TSI TITLE AND ESCROW, INC., a Nevada corporation, by document recorded concurrently herewith; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay insurance premiums as required under the terms of the Deed of Trust, being in the amount of \$1,894.92, which sum has been advanced to Farmer's Insurance by Beneficiary; in the failure to pay the installment of principal and interest due on May 15, 200'7; in the failure to pay each such monthly installment that thereafter became due; and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of ALLIED FORECLOSURE SERVICES, 6121 Lakeside Drive, #150, Reno, Nevada 89511, Telephone No. (775) 851-0881, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

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Nevado Washe STATE OF COUNTY OF

This instrument was acknowledged before me on wil 23 , 2009, by LAWRENCE J. FRY, Trustee of THE K.

FRY TRUST dated February 18, 1991.

Notary Public



LAW OFFICES OF JUDITH A. OTTO, LTD. • 1610 MONTCLAIR AVENUE, SUITE B • RENO, NEVADA 89509