

DOC # 743370
05/18/2009 12:32PM Deputy: PK
OFFICIAL RECORD
Requested By:
SPL INC - LA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-509 PG-4368 RPTT: 0.00

Recording requested by:

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



Assessors Parcel No(s): 1220-09-710-007

TS # NV-09-281832-
RM

Order # 30191026

Space above this line for recorders use only
Loan # 0057352809

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 3/30/2006, executed by KIM A POSNIEN & DEBBIE A POSNIEN, HUSBAND & WIFE, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION, as beneficiary, recorded 3/31/2006, as Instrument No. 0671691, in Book XXX, Page XXX 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 \$417,000.00, 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:

The installments of principal and interest which became due on 2/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms 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.

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.

Page 1

COPY



BK-509
PG-4369

TS No.: NV-09-281832-RM
Loan No.: 0057352809
Notice of Default
Page 2

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

MetLife Home Loans a division of MetLife Bank NA
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: 5/13/2009

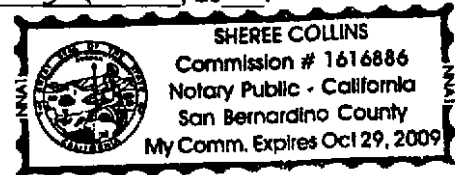
**Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: Land America OneStop Inc., as agent**

By: Jennifer Carpio
Jennifer Carpio

State of California) ss.
County of Orange)

This instrument was acknowledged before me, a notary public, by
Jennifer Carpio on 5-14, 2009

Sherree Collins
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.

