



WHEN RECORDED MAIL TO:
CR TITLE SERVICES INC.
1000 TECHNOLOGY DRIVE MS 314
O'FALLON, MO 63368

APN: 1418-03-301-009
TS No.:T09-51211-NV

SPACE ABOVE THIS LINE FOR RECORDER'S USE

4172467
**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SELL OF REAL PROPERTY
UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: CR Title Services Inc. is the duly appointed Trustee under a Deed of Trust dated 11-28-2005, executed by **CHAD SMITTKAMP AND JEAN MERKELBACH, HUSBAND AND WIFE**, as trustor in favor of "MERS" IS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., recorded 12-06-2005, under instrument no. 0662359, in book , page , of Official Records in the office of the County recorder of **DOUGLAS**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$2,643,000.00**, 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:

INSTALLMENT OF PRINCIPAL AND INTEREST PLUS IMPOUNDS AND / OR ADVANCES WHICH BECAME DUE ON 01/01/2009 PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, BALLOON PAYMENTS, PLUS IMPOUNDS AND/OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE.

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.

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.

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

CITIMORTGAGE INC.
C/O CR TITLE SERVICES
O'FALLON, MO 63368-2240
REINSTATEMENT LINE: 877-576-0472

Dated: June 17, 2009

CR Title Services Inc., by FIRST AMERICAN
TITLE INSURANCE CO. as agent

By: [Signature]
TODD BRACHTENBACH,

State of CA } ss
County of Contra Costa

On May 13, 2009 before me Linda S. Derroncourt Notary Public, personally appeared Todd Brachtenbach 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 laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)
Linda S. Derroncourt Notary Public



Federal Law requires us to notify you that we are acting as a debt collector. If you are currently in a bankruptcy or have received a discharge in bankruptcy as to this obligation, this communication is intended for informational purposes only and is not an attempt to collect a debt in violation of the automatic stay or the discharge injunction.

