

DOC # 745548
06/19/2009 12:46PM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI TITLE AGENCY INC.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-609 PG-6151 RPTT: 0.00

APN # 008-211-01

[RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:]

Trustee Corps
2112 Business Center Drive
2nd floor
Irvine, CA 92612



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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]
Trustee Sale No. NV0947753-2 Loan No. 4780041
Title Order No. 090436347

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

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 your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account (which is normally up to thirty-five business days after the recording date or mailing of this Notice, whichever is later). 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).

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

Upon your 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 though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Beneficiary or Mortgagee may mutually agree in writing prior to the time the Notice of Trustee's 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 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 this paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

Trustee Sale No. NV0947753-2 Loan No. 4780041
Title Order No. 090436347 ATO CONTROL # 22253BC4Z27E

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

HSBC MORTGAGE CORPORATION (USA)
c/o TRUSTEE CORPS
2112 BUSINESS CENTER DRIVE
2ND FLOOR
IRVINE, CA 92612
(949) 252-8300

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.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL, INC. dba TRUSTEE CORPS is the original Trustee, the duly appointed Substituted Trustee or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 06/02/2008, executed by WAYNE TOLBERT AND MARY K. TOLBERT, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as beneficiary and HSBC MORTGAGE CORPORATION (USA) as Lender under a Deed of Trust Recorded on 06/05/2008 as FILE NO. 380062 of Official Records in the Office of the Recorder of Douglas County, State of Nevada, describing land therein, AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST. Said obligations including one Note for the sum of \$247,500.00 that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: **THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 03/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES.**

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to TRUSTEE CORPS, 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.



DATED: 6/19/09

TRUSTEE CORPS, as Agent for HSBC MORTGAGE CORPORATION (USA)
By: Fidelity National Title Insurance Company, as agent

BY: LSI Title Agency, Inc., an Illinois Corporation, as Agent
Anselmo Pagkaliwangan

State of: California

County of: Orange

On 6/19/09 before me, DAVID MATHIAS, a notary public, personally appeared Anselmo Pagkaliwangan 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 they executed the same in his their authorized capacity(ies), and that by his 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

David Mathias
Notary Public **DAVID MATHIAS**



TRUSTEE CORPS IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.