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06/30/2009 09:32AM 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-9412 RPTT: 0.00



**RECORDING REQUESTED BY**

**WHEN RECORDED MAIL TO  
HOUSEKEY FINANCIAL CORPORATION  
P.O. BOX 60145  
CITY OF INDUSTRY, CA 91716**

**APN 1220-15-110-029**

**Trustee Sale No. NV-34165-2 APN 1220-15-110-029 Title Order No. 090452148**

## **NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN THAT: HOUSEKEY FINANCIAL CORPORATION is the original Trustee, the duly appointed Substituted Trustee or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 07/19/2005, executed by **JAMES E. JENKS AND PATRICIA A. JENKS, HUSBAND AND WIFE AS JOINT TENANTS** as Trustor(s), in favor of **BENEFICIAL MORTGAGE CO OF NEVADA, Recorded on 07/20/2005, as Instrument 0650023** 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, securing, among other obligations, **one Note for the original sum of \$301,845.12;** 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 12/25/2008, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, FORECLOSURE COSTS AND LEGAL FEES, PLUS IMPOUNDS, IF ANY, AND/OR ADVANCES, IF ANY, THAT BECOME PAYABLE;** 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.**

### **NOTICE**

**YOU ARE HEREBY ADVISED THAT IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.** You may have the legal right to cure the default hereon, bring your account in good standing, and reinstate the obligation secured by the 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. No sale date may be set until three months from the date this notice of default is 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. 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:

**BENEFICIAL MORTGAGE CO OF NEVADA**  
961 Welgel Drive  
Elmhurst, IL 60126  
**LOSS MITIGATION (800) 333-5848**

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.

**CONDITION OF SALE:** The successful bidder will be required to pay county documentary transfer tax, any city tax, and any other applicable taxes or fees (including, but not limited to, the fee for recording Preliminary Change of Ownership report) to the auctioneer at the time of sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

**HOUSEKEY FINANCIAL CORPORATION MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**



Date: 06/29/2009

Housekey Financial Corporation, as Trustee by FIDELITY NATIONAL TITLE, as Agent

By: [Signature]  
By: LSI Title Agency, Inc., an Illinois Corporation, as Agent

State of: California

Anselmo Pagkaliwangan

County of: Orange

On 6.29.2009 before me, Connie L Borrás, 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/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 is true and correct.

WITNESS my hand and official seal.

Signature Connie L Borrás (Seal)

Connie L Borrás

