

APN: 1320-29-401-011

RECORDING REQUESTED BY
First American Title Company
2490 Paseo Verde Parkway, Ste.100
Henderson, NV 89074

AND WHEN RECORDED MAIL TO
First American Title Company
2490 Paseo Verde Parkway, Ste.100
Henderson, NV 89074



Trustee Sale No. 2398288-RMD

Loan No. 702302260

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. You may have the legal right for a period of 35 days commencing on the first day following the day upon which the notice of default was recorded and mailed to make good the deficiency in performance or payment. No sale date may be set until three months from the date this notice of default was recorded (which date of recordation appears on this notice).

This amount is **\$1,001,531.38** as of **July 13, 2010** and will increase until your account becomes current.

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 by 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.



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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 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 the 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 the first 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 your property by paying the entire amount demanded by your creditor.

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:

Lionel Sawyer & Collins
50 West Liberty Street, Suite 1100
Reno, NV 89501
Attn: Brian Pick
Phone: 775-788-8633

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.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT: FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION is the duly appointed Trustee under a Deed of Trust dated **June 7, 2007**, executed by **WILLIAM R. TOMERLIN** and **MARSHA L. TOMERLIN**, Trustees of the Tomerlin Trust Agreement dated the **2nd day of February, 1989**, and as amended, as Trustor, to secure certain obligations in favor of **IRWIN UNION BANK AND TRUST COMPANY**, as original Beneficiary under a Deed of Trust Recorded on **June 8, 2007 as Document No. 0702659** of Official Records in the Office of the Recorder of Douglas County, State of Nevada. Said obligations include **ONE NOTE FOR THE ORIGINAL SUM OF \$1,000,000.00.**



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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 INSTALLMENTS OF PRINCIPAL AND INTEREST WHICH BECAME DUE JULY 7, 2009 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AND PREPAYMENT PENALTY AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES AND/OR TRUSTEE FEES.**

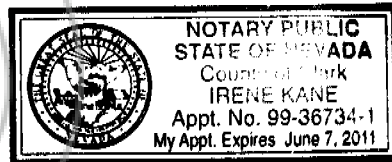
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared 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.

Date: August 4, 2010

First American Title Insurance Company, as Trustee for the Beneficiary.

Russell M. Dalton, Vice President

STATE OF NEVADA)
 : ss
COUNTY OF CLARK)



This instrument was acknowledged before me
on 8-4-10
by: Russell M. Dalton, Vice President of First American
Title Insurance Company

Irene Kane
99-36734-1
Exp. 6-7-2011

Irene Kane
Notary Public

(My commission expires: 6/7/2011)