WHEN RECORDED MAIL TO: Western Progressive, LLC P.O. Box 100029 Kennesaw, GA 30156

APN: 1320-02-001-066 TS No.: 2010-05416

Loan No.: 70965892

100540669

DOC # 771748

10/06/2010 03:30PM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI TITLE AGENCY INC.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 216.00
BK-1010 PG-1006 RPTT: 0.00



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

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SELL OF REAL PROPERTY 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 thirty-five (35) days from the date this Notice of Default may be recorded. 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). This amount is \$19,360.54 as of 10/6/2010 and will increase until your account becomes current. Included with this Notice of Default, please see "Exhibit A" - Nevada HUD Approved Housing Counseling Agency Contacts for a listing of local housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD).

NOTICE IS HEREBY GIVEN THAT: Western Progressive, LLC is the duly appointed Trustee under a Deed of Trust dated 2/8/2007, executed by DESIREE A. COWDEN AND LAWRENCE E. COWDEN, WIFE AND HUSBAND, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, as trustor in favor of NEW CENTURY MORTGAGE CORPORATION A CORPORATION, AS LENDER, Mortgage Electronic Registration Systems, Inc., recorded 2/9/2007, under instrument no. 0694745, in book 0207, page 3265, and rerecorded on — as — of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

Property Address: 1668 Toni Court, Minden, NV 89423

One Note for the Original sum of \$420,000.00, 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 interest only payments which became due on 3/1/2010 plus late charges if any, and all subsequent interest, advances, late charges and foreclosure fees and costs that become payable.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.



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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.

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

1661 Worthington Road
West Palm Beach, FL 33409
C/O Western Progressive, LLC
P.O. Box 100029
Kennesaw, GA 30156
Phone: HRC Litigation Contact (877) 528-5606 or (877) 528-5622

Included with this Notice of Default:

Contact information for which the grantor may use to reach a person with authority to negotiate a loan modification on behalf of the lender:

HRC Litigation 866-788-6435

Additionally included with this Notice of Default, please see "Exhibit A" - Nevada HUD Approved Housing Counseling Agency Contacts for a listing of local housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD).



BK-1010 PG-1008

If you have any questions, you should contact a lawyer or the governmental agency that 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.

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

WE ARE ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THE PURPOSE BY EITHER OURSELVES OR THE BENEFICIARY, WHETHER RECEIVED ORALLY OR IN WRITING. YOU, MAY DISPUTE THE DEBT OR A PORTION THEREOF UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS. THEREAFTER WE WILL OBTAIN AND FORWARD TO YOU WRITTEN VERIFICATION THEREOF. SHOULD YOU NOT DO SO THE DEBT WILL BE CONSIDERED VALID. IN ADDITION, YOU MAY REQUEST THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT ONE.

Dated:10/6/2010

Western Progressive, LLC, as agent for beneficiary LSI TITLE AGENCY, INC, AS AGENT G. Sheppard **Authorized Signor** State of (1) County of DALINA Enedina O. Sanchez Notary Public, personally appeared On 10/6/2010 before me, She Mard personally known to me (or 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 heir signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. ENEDINA O. SANCHEZ Commission # 1796125 Notary Public - California Orange County My Comm. Expires Apr 21, 2012