

DOC # 771777  
10/07/2010 09:07AM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
FIRST AMERICAN TITLE PAS  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 216.00  
BK-1010 PG-1226 RPTT: 0.00



**APN: 1220-03-310-029**

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

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**Trustee Sale No. 2385920-RMD**

**Loan No. 10013216**

**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).

There is as of March 25, 2009 due and payable:

**The unpaid principle balance is \$969,925.71**

**Interest is paid to February 25, 2009 at the rate of 11% (default rate 9% loan rate plus 2% default rate)**

**Late charges are 5% of the unpaid installment**

**Installment payment in the amount of \$9,541.49**

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**  
**1100 Bank of America Plaza**  
**50 West Liberty St.**  
**Reno, NV 89501**  
**Attn: Colleen A. Dolan**  
**Phone: 775-788-8666**

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 **12/09/98**, executed by **JOHN H. CHRISTL AND JOAN M. CHRISTL, not personally but as Trustees on behalf of The Christl Family 1988 Trust U/A/D 11/10/88 under the provisions of a Trust Agreement dated November 10, 1988**, as Trustor, to secure certain obligations in favor of **COMSTOCK BANK** as original Beneficiary under a Deed of Trust Recorded on **12/21/98 IN BOOK# 1298 PAGE 5175 AS INSTRUMENT# 0457066** of Official Records in the Office of the Recorder of Douglas County, State of Nevada and modified by a Modification of Deed of Trust dated **12/17/99**, executed by **JOHN H. CHRISTL AND JOAN M. CHRISTL, not personally but as Trustees on behalf of The Christl Family 1988 Trust U/A/D 11/10/88 under the provisions of a Trust Agreement dated November 10, 1988**, as Trustor, to secure certain obligations in favor of **CRANBERRY FINANCIAL, LLC, a Delaware limited liability company**, as Beneficiary. Said obligations including **ONE NOTE FOR THE ORIGINAL SUM OF \$1,136,250.00.**

