

DOC # 775147
12/08/2010 03:43PM Deputy: DW
OFFICIAL RECORD
Requested By:
LAWYERS TITLE DEFAULT SE
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 216.00
BK-1210 PG-2141 RPTT: 0.00

APN: 1320-30-211-093

RECORDING REQUESTED BY:

Lawyers Title Company

WHEN RECORDED MAIL TO

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614



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

Trustee Sale No. **NV01000020-10** Loan No. **2010666** Title Order No: **08603010** [Space above this line for recorder's use only]

**NOTICE OF BREACH AND DEFAULT
AND OF ELECTION TO CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: **MTC FINANCIAL INC., dba Trustee Corps** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (together with any modifications thereto, the "Deed of Trust") dated **June 26, 2006**, executed by **ARTHUR C. TITUS AND SIBYL M. TITUS, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE TITUS FAMILY TRUST, DATED SEPTEMBER 2, 1993 AND ANY AMENDMENTS THERETO, AND JOHN A. COLISTRA AND GLENNA J. COLISTRA, HUSBAND AND WIFE**, as trustor in favor of **UNION BANK OF CALIFORNIA, N.A., A NATIONAL BANKING ASSOCIATION**, as original Beneficiary recorded on **July 7, 2006**, as Instrument No. **0679093** of Official Records in the office of the County recorder of **Douglas County, Nevada**, and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of **\$2,500,000.00** (together with any modifications thereto the "Note"), other Loan Documents (as defined in the Note), in addition to a Repayment Guaranty dated **June 26, 2006**, executed amongst Guarantor, whether one or more, and beneficiary, and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 10/01/2010 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.

IN ADDITION TO THE DEFAULT STATED ABOVE, THERE IS A DEFAULT UNDER THE CROSS-DEFAULT PROVISION IN SAID DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING, PROMISSORY NOTE SECURED BY DEED OF TRUST AND MORTGAGE, AND ANY OF THE RELATED LOAN DOCUMENTS REFERRED TO THEREIN - BORROWER ("TRUSTOR") FAILS TO MAKE ANY PAYMENT WHEN DUE UNDER THE LOAN AS PROVIDED IN RELATED LOAN DOCUMENTS.



THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN REPAYMENT GUARANTY BETWEEN TRUSTOR(S) AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE PROMISSORY NOTE SECURED BY DEED OF TRUST AND MORTGAGE, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THE DEED OF TRUST DESCRIBED ABOVE IS ONE OF TWO DEEDS OF TRUST, OF WHICH ARE CROSS DEFAULTED. FORECLOSURE ACTIONS ARE BEING PROCESSED CONCURRENTLY ON BOTH DEEDS OF TRUST.

THE PROPERTY COVERED IN THIS NOTICE OF DEFAULT AND ELECTION TO SELL UNDER SAID DEED OF TRUST INCLUDES ALL REAL PROPERTY AND PERSONAL PROPERTY, WHICH PERSONAL PROPERTY IS ALSO SECURITY FOR THE SAME ELECTION OF THE BENEFICIARY UNDER SAID DEED OF TRUST TO CAUSE A UNIFIED SALE TO BE MADE OF SAID REAL PROPERTY AND PERSONAL PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE NEVADA COMMERCIAL CODE (SECTION 104.964).

IN ADDITION TO THE DEFAULT(S) STATED ABOVE, THE BENEFICIARY HEREBY ELECTS TO CONDUCT A UNIFIED FORECLOSURE SALE PURSUANT TO THE PROVISIONS OF THE NEVADA COMMERCIAL CODE (SECTION 104.964) AND TO INCLUDE IN THE NON-JUDICIAL FORECLOSURE OF THE ESTATE DESCRIBED IN THIS NOTICE OF DEFAULT AND ELECTION TO SELL ALL OF THE PERSONAL PROPERTY AND FIXTURES DESCRIBED IN (I) SAID DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING RECORDED ON JULY 7, 2006, AS INSTRUMENT NO. 0679093 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST, AND (II) THE UCC FINANCING STATEMENTS, NAMING TRUSTOR AS DEBTOR AND BENEFICIARY AS SECURED PARTY, RECORDED IN THE OFFICIAL RECORDS AND (III) THE UCC FINANCING STATEMENTS, NAMING TRUSTOR AS DEBTOR AND BENEFICIARY AS SECURED PARTY, FILED IN THE OFFICE OF THE NEVADA SECRETARY OF STATE;

THE BENEFICIARY RESERVES THE RIGHT TO REVOKE ITS ELECTION AS TO SOME OR ALL OF SAID PERSONAL PROPERTY AND/OR FIXTURES, OR TO ADD ADDITIONAL PERSONAL PROPERTY AND/OR FIXTURES TO THE ELECTION HEREIN EXPRESSED, AT BENEFICIARY'S SOLE ELECTION, FROM TIME TO TIME AND AT ANY TIME UNTIL THE CONSUMMATION OF THE TRUSTEE'S SALE TO BE CONDUCTED PURSUANT TO THE DEED OF TRUST AND THIS NOTICE OF DEFAULT AND ELECTION TO SELL. THE PROPERTY OFFERED FOR SALE EXCLUDES ALL FUNDS HELD ON ACCOUNT BY THE PROPERTY RECEIVER, IF APPLICABLE.

The street address and other common designation, if any, of the real property described above is purported to be: **1760 US HIGHWAY 395 MINDEN NV 89423**

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 the statutory period set forth in Section NRS 107.080, 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:
UNION BANK N.A.
C/O TRUSTEE CORPS.
17100 Gillette Ave
Irvine, CA 92614
Phone No.: 949-252-8300

Dated: **December 6, 2010**
Trustee Corps, as duly appointed substituted trustee


By: **Matthew Kelley**
Trustee Sale Officer


STATE OF CA

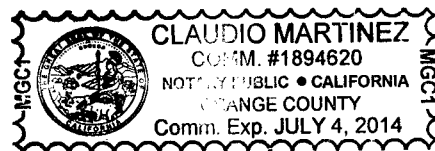
COUNTY OF ORANGE

On 12-6-10 before me, **Claudio Martinez**, a notary public, personally appeared MATTHEW KELLEY 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 paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public in and for said County and State



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