

DOC # 779974  
03/15/2011 11:47AM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
LSI TITLE AGENCY INC.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 216.00  
BK-311 PG-2888 RPTT: 0.00



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

APN: 142007812011  
TS No.: 2010-08290  
Loan No.: 7760580

100734443

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 \$13,975.56 as of 3/15/2011 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 12/9/2005, executed by MITCHELL MOYLE AND SHANNON A MOYLE, HUSBAND AND WIFE AS JOINT TENANTS, as trustor in favor of IMPERIAL LENDING, LLC, A COLORADO CORPORATION, recorded 12/15/2005, under instrument no. 0663471, in book ---, page ---, and rerecorded on --- as --- of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.**

**Property Address: 974 Desert Drive, Carson City, Nevada 89705**

**One Note for the Original sum of \$239,400.00, 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 Principal and Interest plus impounds and/or advances which became due on 9/1/2010 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges 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.**



**T.S. No.: 2010-08290**

**Loan No.: 7760580**

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).



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.

T.S. No.: 2010-08290      Loan No.: 7760580

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: 3/15/2011

Western Progressive, LLC, as agent for beneficiary  
By LSI TITLE AGENCY, INC, AS AGENT

By: J Fiene  
J Fiene

State of ~~CA~~ CA  
County of ~~Cobb~~ Orange

On 3/15/2011 before me, Enedina O. Sanchez Notary Public, personally appeared J Fiene 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature [Handwritten Signature] (Seal)  
Enedina O. Sanchez

