

DOC # 783020
05/10/2011 03:01PM Deputy: SG
OFFICIAL RECORD
Requested By:
WESTERN TITLE COMPANY
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 2 Fee: 215.00
BK-511 PG-1718 RPTT: 0.00



When recorded mail to:
Wells Fargo Bank, N.A.
c/o American Securities Company
5340 Kietzke Lane #104
Reno, NV 89511

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

1318
APN #~~1312~~-10-416-036
F/C No. 2011-27 30518-1270

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION
TO SELL UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN:

THAT American Securities Company of Nevada is duly authorized Trustee under a Short Form Deed of Trust, made and executed by KELLY HIGGINS and RYAN P. DAVIS, Wife and Husband, Trustors dated January 18, 2007, recorded January 24, 2007 as Document No. 0693449, Book 0107 Page 7207 of Official Records of DOUGLAS County, State of Nevada, securing among other obligations, one Fixed Rate Loan Note in the amount of \$1,000,000.00 in favor of Wells Fargo Bank, N.A., as Beneficiary.

That the beneficial interest under such Deed of Trust and the obligation secured thereby are presently held by the undersigned; that a breach of an obligation for which said Deed of Trust is a security has occurred in that there has been a default(s) in that payment has not been made of:

The monthly interest only installment due on September 1, 2009 and all subsequent installments, together with late charges as set forth in Note and Deed of Trust.

There is now owing and unpaid upon said note the principal sum of \$968,577.25 plus arrearages now owing and unpaid through May 9, 2011 in the amount of \$147,883.38 for a total amount of \$1,116,460.63 immediately due and payable, plus any late charges, advances, assessments, taxes, trustee fees and/or any ensuing charges hereafter incurred.

YOU MAY HAVE THE RIGHT TO CURE THE DEFAULT HEREIN AND REINSTATE THE OBLIGATION SECURED BY SUCH DEED OF TRUST ABOVE DESCRIBED. SECTION 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT 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 THE RECORDING AND MAILING TO TRUSTOR OR TRUSTOR'S SUCCESSOR IN INTEREST OF THIS NOTICE, THE RIGHT OF REINSTATEMENT MAY TERMINATE AND THE PROPERTY MAY THEREAFTER BE SOLD.

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, OR to speak with a person with authority to negotiate a loan modification, contact the Beneficiary or their successors in interest, whose name and address as of the date of this notice is:



Wells Fargo Home Mortgage
3475 Stateview Blvd., MAC X7801-013
Fort Mill, SC 29715
1 800 416-1472

For help call:

Consumer Credit Counseling:
2650 So. Jones, Las Vegas, NV 89146

1-800-451-4505

By reason of said breach and default, it is hereby declared that the whole of said unpaid amount of said note and all other sums secured by said Deed of Trust are immediately due and payable, and notice is hereby given of the election of the undersigned to cause TRUSTEE to sell the property described in the Deed of Trust in the manner provided therein, and that the beneficiary has heretofore executed and delivered to said Trustee a written Declaration of Default and Demand for Sale of said property.

DATE: May 9, 2011

WELLS FARGO BANK, N.A.

BY: *Paul Lathrop*
Paul Lathrop, Vice President

STATE OF NEVADA)
)
COUNTY OF WASHOE)

On this 9th day of May, 2011 personally appeared before me, Paul Lathrop, known to me to be the person who executed the foregoing instrument, or proved to be the same based upon the presentation of satisfactory evidence, and who acknowledged that he/she executed the same freely and voluntarily and for the uses and purposes therein stated.

Audrey L. Saperstein
Notary Public

