

DOC # 783765
05/25/2011 02:43PM Deputy: DW
OFFICIAL RECORD
Requested By:
Lawyers Title Default serv
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 2 Fee: \$215.00
BK-511 PG-4550 RPTT: 0.00



APN: 1220-22-410-168
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. NV05000042-11-1 Title Order No:08604651

Property Address:
1463 MARY JO DRIVE GARDNERVILLE NV 89460

**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 a Deed of Trust dated as of August 7, 2006, executed by JOHN L MCGANN AN UNMARRIED MAN AND DEBORAH L MCINTIRE AN UNMARRIED WOMAN AS JOINT TENANTS, as trustor, to secure obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC**, as Beneficiary and **INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK** as lender under Deed of Trust recorded August 10, 2006, as Instrument No. 0681819 in Book 0806, Page 4020 of the Official Records in the office of the Recorder of Douglas County, Nevada, 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 \$253,600.00 (together with any modifications thereto the "Note"), 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: failed to pay payments which became due; THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 01/01/2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE FEES AND COSTS AND ATTORNEY FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

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:

OneWest Bank, FSB
C/O TRUSTEE CORPS.
17100 Gillette Ave
Irvine , CA 92614
Phone No.: 949-252-8300

Dated: May 25, 2011

TRUSTEE CORPS as Agent for the Beneficiary

By: Enrique Tapia , Authorized Signature

State of California
County of Orange

On **MAY 25 2011** before me, Vini Amezcua, Notary Public in and for said county, personally appeared Enrique Tapia 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 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

