

DOC # 786105
07/08/2011 11:37AM Deputy: DW

OFFICIAL RECORD

Requested By:

SPL inc - LA

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 2 Fee: \$215.00

BK-711 PG-1166 RPTT: 0.00



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
CHICAGO TITLE COMPANY
FORECLOSURE DEPARTMENT
560 E. HOSPITALITY LANE
SAN BERNARDINO, CA 92408

Title Order No. 8007543
APN 1320-29-510-01

Trustee Sale No. 1478-40

Loan No. 101929

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

NOTICE IS HEREBY GIVEN THAT: CHICAGO TITLE COMPANY, a California corporation is the duly appointed Trustee under a Deed of Trust dated 06/13/2005, executed by Monterra 270, LLC, a Nevada limited liability company as Trustor, to secure certain obligations in favor of Wells Fargo Bank, National Association under a Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on 09/01/2005 as Document No. 0654022 and Memorandum of Modification Agreement Amending Deed of Trust and Addendum to Deed of Trust recorded on 09/14/2007 as Document No. 0709242 and any modifications/amendments thereto of Official Records in the Office of the Recorder of Douglas County, State of Nevada.

The Deed of Trust secures, among other obligations, a note or notes for the original sum of \$6,450,000.00.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE UNPAID PRINCIPAL BALANCE OF \$4,560,301.92 THAT WAS DUE AND PAYABLE ON THE MATURITY DATE OF JULY 31, 2008 TOGETHER WITH INTEREST AND ALTERNATE/DEFAULT INTEREST DUE THEREON, LATE CHARGES, APPRAISAL FEES, ATTORNEYS' FEES, ENVIRONMENTAL FEES AND OTHER COSTS, FEES AND EXPENSES INCURRED BY LENDER. TO CURE THE DEFAULT, YOU MUST PAY ALL SUMS DUE, INCLUDING THE PRINCIPAL BALANCE, INTEREST THEREON AND ANY ADDITIONAL UNPAID AMOUNTS THAT YOU ARE OBLIGATED TO PAY BY THE TERMS OF THE NOTE AND DEED OF TRUST, SUCH AS, BUT NOT LIMITED TO, ADVANCES, TAXES, HAZARD INSURANCE, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES, PLUS TRUSTEE'S AND/OR ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN ENFORCING THE OBLIGATION. Pursuant to Nevada Revised Statutes Section 104.9604(1)(B), the sale may, at the election of the beneficiary, include personal property.

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. If you fail to make further payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the Note and Deed of Trust, 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.



Title Order No. 8007543 Trustee Sale No. 1478-40 Loan No. 101929
APN 1320-29-510-01

To find out the amount you must pay, or to seek to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A.
2030 Main Street, Suite 800
Irvine, CA 92614
Attn: Kim Taylor (949) 251-4491

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said 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 has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

CHICAGO TITLE COMPANY, a California corporation

Teresa M. Drake

Date: 7/7/11

Teresa M. Drake, Asst. Vice President

State of California

County of San Bernardino

On 7/7/11 before me, Patricia A. Kramer, a Notary Public in and for said county, personally appeared Teresa M. Drake, 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.

P. Kramer
Notary Public in and for said County and State

