

A. P. No. 1022-16-002-037
Foreclosure No. 20106

When recorded mail to:
Phil Frink & Associates
1895 Plumas Street, Suite 5
Reno, NV 89509

01105496

DOC # 786350
07/14/2011 11:26AM Deputy: PK
OFFICIAL RECORD
Requested By:
Ticor Title - Reno (TSG)
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: \$216.00
BK-711 PG-2334 RPTT: 0.00



**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF DEFAULT
AND ELECTION TO SELL
AND AFFIDAVIT PURSAUNT TO NRS 107.080**

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED AS THE HOLDER OF THE NOTE AND DEED OF TRUST DESCRIBED BELOW, and being duly sworn, deposes and says:

A. On April 19, 2006, MICHAEL F. WIEDERHOLT and TIMARI WIEDERHOLT, husband and wife, executed as Trustor a Deed of Trust wherein WESTERN TITLE COMPANY, INC., a Nevada corporation, is Trustee for CLARENCE PRUIS, a married man, dealing with his sole and separate property, Beneficiary, ("Deed of Trust") as security for the payment of a Promissory Note made, executed and delivered on April 19, 2006, ("Note") which said Deed of Trust was recorded April 28, 2006, as Document No. 673768, Official Records, Douglas County, Nevada; and

B. The terms of said Promissory Note and the Deed of Trust secured thereby were amended and modified pursuant to that certain Modification of Note Secured by Deed of Trust dated June 8, 2007, and executed by Trustor and Beneficiary herein; and



C. The terms of said Promissory Note and the Deed of Trust secured thereby were further amended and extended pursuant to that certain Modification Agreement of Promissory Note dated January 5, 2010, and executed by Trustor and Beneficiary herein; and

D. The undersigned has released TIMARI WIDERHOLT, as evidenced by that certain Release and Novation recorded concurrently or substantially concurrently herewith; and

E. There have been no endorsements to the Note or Assignments of the beneficial interest of the Deed of Trust; and

F. The undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust and services it personally; and

G. PHIL FRINK & ASSOCIATES, INC., a Nevada corporation, was substituted as Trustee under said Deed of Trust in the place and stead of WESTERN TITLE COMPANY, INC. by document recorded concurrently herewith; and

H. PHIL FRINK & ASSOCIATES, INC., a Nevada corporation, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the undersigned; and

I. A breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on April 1, 2011, and in the failure to pay each such monthly installment that thereafter became due, and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default; and

J. The current principal balance under the Note is \$ 200,000.00 . The amount of the default including the principal, interest, late charges, and other charges due under the Note on the date hereof is \$ 4,666.64 ; which is




owed with a good faith estimate of fees and costs incurred in connection with the exercise of the power of sale in the amount of \$5,449.00. Such figures are subject to change, and must be verified.

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property commonly known as 1525 Flint Road, Wellington, Nevada, described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Phil Frink & Associates, Inc., 1895 Plumas Street, Suite 5, Reno, Nevada 89509, Telephone No. (775) 324-2567, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

The undersigned further is the holder of the Note and Beneficiary under the Deed of Trust, that he has read the foregoing Notice of Default, Election to Sell and Affidavit pursuant to NRS 107.080 and that the same is true of his own knowledge, except as to the matters based upon information and believe, and to those matters he believes them to be true.



Clarence Pruis

Subscribed and Sworn to before me
this 13 day of July, 2011.

Christine McBride
Notary Public

