

DOC # 788348  
08/22/2011 10:28AM Deputy: SG  
**OFFICIAL RECORD**  
Requested By:  
First American National De  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: \$216.00  
BK-811 PG-3746 RPTT: 0.00



APN # 1220-16-115-007

Recording Requested By:  
First American Title Insurance Company

When Recorded Mail To:  
First American Trustee Servicing Solutions, LLC  
6 Campus Circle, 2nd Floor  
Westlake, TX 76262

APN: 1220-16-115-007  
TS No. : NV1100234247  
VA/FHA/PMI No.: 1704338163  
TSG No. 5803139

NEVADA

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

**IMPORTANT NOTICE**

**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 into 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 five business days prior to the date set for the sale of your property. 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). **YOU MAY HAVE A RIGHT TO PARTICIPATE IN THE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM IF THE TIME TO REQUEST MEDIATION HAS NOT EXPIRED.**

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 or mortgage. If you fail to make future 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 or mortgage, 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 of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by you creditor.



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

**FEDERAL NATIONAL MORTGAGE ASSOCIATION  
c/o First American Trustee Servicing Solutions, LLC  
6 Campus Circle, 2nd Floor  
Westlake, TX76262  
877-276-1894**

If you have any questions, you should contact a lawyer or the governmental agency which 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.

**Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **03/26/2007** executed by:

**ELTON H SOUTHARD,**

as Trustor to secure certain obligations in favor of **JPMORGAN CHASE BANK, N.A.** as Beneficiary, recorded **04/13/2007**, (as Instrument No.) **0699128**, (in Book) (Page) , of Official Records in the Office of the Recorder of **Douglas County, Nevada** describing land therein as:

**AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST**

Property Address: **1215 SORENSEN LANE  
, GARDNERVILLE NV 89460**

said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$392,000.00**

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

**THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 9/1/2009 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES. NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS..**

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.



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That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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.

Dated: Aug 16, 2011

**First American Trustee Servicing Solutions, LLC  
6 Campus Circle, 2nd Floor  
Westlake TX76262**

By: *O. Volpe*  
(signature)  
Name: Olga Volpe  
Title: \_\_\_\_\_

**First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.**

State Of: CALIFORNIA  
County Of: ORANGE

On Aug 19 2011 before me, Leslie Lennert, Notary Public, personally appeared Olga Volpe, 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 *Leslie Lennert* (Seal)

