APN 1220-16-310-014

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

TRUSTEE CORPS 17100 Gillette Ave Irvine, CA 92614 DOC # 788440

08/23/2011 11:29AM Deputy: SG
 OFFICIAL RECORD
 Requested By:
LSI Title Agency Inc.
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 2 Fee: \$215.00
BK-811 PG-4191 RPTT: 0.00



Trustee Sale No. NV09001027-11-1

Title Order No. 110234688-NV-LMO

Property Address: 1265 REDWOOD CIRCLE #6 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 November 5, 2004, executed by JASON M. KOLENUT AND ANJE DE KNIJF, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP as Trustor, to secure obligations in favor of LOANCITY.COM, A CALIFORNIA CORPORATION the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as the original Beneficiary acting solely as nominee for Lender, its successors and/or assigns and recorded November 15, 2004, as Instrument No. 0629320,in Book 1104, Page 07156, 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 \$100,000.00 (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 02/01/2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL 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.

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## 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:

WELLS FARGO BANK, N.A. c/o TRUSTEE CORPS 17100 Gillette Ave Irvine, CA 92614 Phone No.: 949-252-8300

Dated: August 22, 2011

TRUSTEE CORPS as Agent for the Beneficiary by LSI Title Agency, Inc., as Agent

State of CA

County of CRANGE

On SIDSING David Mathias

Notary Public in and for said county, personally appeared ADD NIS VAILU'U 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Notary Signature

David Mathias

David Mathias

DAVID MARHIAS
Commission # 1769151
Notary Public - California
Orange County
My Comm. Expires Sep 18, 2011