

DOC # 788467  
08/23/2011 02:40PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
First American National De  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 2 Fee: \$215.00  
BK-811 PG-4307 RPTT: 0.00



A.P.N.: 1220-22-210-105  
WHEN RECORDED MAIL TO:  
MILES, BAUER, BERGSTROM & WINTERS, LLP  
2200 Paseo Verde Pkwy., Suite 250  
Henderson, NV 89052  
(702) 369-5960 RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY

TS No.: 11-NV0267 5812514

Pursuant to A.B. 140 section (4) property address is:  
726 LASSEN WAY  
GARDNERVILLE, NV 89460

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO  
SOCIAL SECURITY NUMBER CONTAINED IN THIS DOCUMENT.

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF  
REAL PROPERTY UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN THAT: MILES, BAUER, BERGSTROM & WINTERS, LLP** is the duly appointed Trustee under a Deed of Trust dated **July 22, 2003**, executed by **EVELYN L. MARTINEZ, AN UNMARRIED WOMAN AND PATRICK D. CARMAGNOLA, AN UNMARRIED MAN, AS JOINT TENANTS**, as trustor in favor of **GREATER NEVADA MORTGAGE SERVICES**, recorded **July 29, 2003**, under Instrument no. **2003-584752**, of Official Records in the office of the County recorder of **DOUGLAS** County, Nevada, securing, among other obligations.

Including **ONE (1) NOTE(S) FOR THE ORIGINAL** sum of **\$132,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by **GREATER NEVADA MORTGAGE SERVICES**; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

**THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON May 1, 2011 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS AND ATTORNEY FEES, IF ANY.**

**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.**

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.

If you are the borrower/homeowner whose principal residence is the subject of this notice, you may contact Eva O'Dell at 1-800-526-6999 to discuss the possibility of negotiating a loan modification;



You can contact your United States Department of Housing and Urban Development local housing counseling agency at Las Vegas Field Office, 300 S. Las Vegas Blvd., Suite 2900, Las Vegas, NV 89101-5833 at (702) 366-2100, Fax (702) 388-6244 to discuss options that may be available to you.

Please complete the attached "Mediation Request Statement Form" wherein you may indicate your election to enter into or waive mediation. Upon completion of this form, please return it to the trustee and to the court by certified mail, return receipt requested, not later than 30 days after you receive this notice. Enclosed is a self addressed envelope addressed to the trustee, and one envelope addressed to the Administrative Office of the Courts. If you waive your election to mediation or fail to return this form to the trustee by certified mail, the trustee will proceed with the foreclosure sale, and no mediation will be required.

**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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, 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:**

**MILES, BAUER, BERGSTROM & WINTERS, LLP**  
**2200 Paseo Verde Pkwy., Suite 250**  
**Henderson, NV 89052**  
**Phone: (702) 369-5960**  
**Fax: (702) 942-0411**

Dated: August 22, 2011

By: \_\_\_\_\_

**Jeremy T. Bergstrom, Esq.**  
**Miles, Bauer, Bergstrom & Winters, LLP**

State of Nevada  
County of Clark

On August 22, 2011 before me, Brenda Shiffer Notary Public, personally appeared as Jeremy T. Bergstrom, Esq., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature B. Shiffer (Seal)  
Notary Public in and for said County and State

