

APN 1320-33-715-031

RECORDING REQUESTED BY:  
**FIRST AMERICAN TITLE COMPANY**

WHEN RECORDED MAIL TO:

TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA  
92614

DOC # **789905**  
09/22/2011 11:46AM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
**First American National De**  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 2 Fee: \$215.00  
BK-911 PG-3839 RPTT: 0.00



Trustee Sale No. NV09002700-11-1

Title Order No. 5952401

Property Address: **1337 BROOKE WAY GARDNERVILLE, NV 89410-5886**

**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 BRIAN L. TRUTE, A SINGLE MAN, RAYMOND S. TRUTE AND BETTY TRUTE HUSBAND AND WIFE, ALL AS JOINT TENANTS, as Trustor, to secure obligations in favor of BANK OF AMERICA, N.A., as Beneficiary, recorded November 10, 2004, as Instrument No. 0628991, in Book 1104, Page 05270, 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 \$271,920.00 (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 05/01/2010 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.



### 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:

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614  
Phone No: 949-252-8300

Dated: September 22, 2011

TRUSTEE CORPS as Agent for the Beneficiary  
by First American Title Company, As Agent

By: **Marie Cruz, Asst Sec.**

State of California  
County of ORANGE

On September 22, 2011 before me, LARRY J TUFF, Notary Public in and for said county, personally appeared MARIE CRUZ 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 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



LARRY J TUFF  
COMM# 1838051  
EXP. 02/23/2013