

DOC # 795037
12/29/2011 02:54PM Deputy: PK
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$217.00
BK-1211 PG-6427 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 5812516

Pursuant to A.B. 140 section (4) property address is:
726 LASSEN WAY
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: 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: December 27, 2011

By: _____

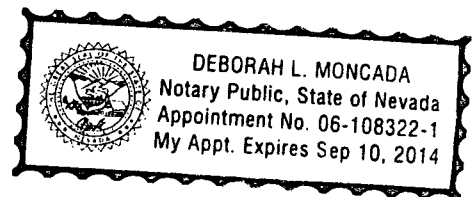
Jeremy T. Bergstrom, Esq.
Miles, Bauer, Bergstrom & Winters, LLP

State of Nevada
County of Clark

On December 27, 2011 before me, Deborah L. Moncada, 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 Deborah L. Moncada (Seal)
Notary Public in and for said County and State





A.P.N.: 1220-22-210-105
RECORDING REQUESTED BY:
MILES, BAUER, BERGSTROM & WINTERS, LLP

WHEN RECORDED MAIL TO:
MILES, BAUER, BERGSTROM & WINTERS, LLP
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052

TS No.: 11-NV0267

AFFIDAVIT IN SUPPORT OF NOTICE OF DEFAULT PURSUANT TO NRS 107.080

The Undersigned hereby states, based on personal knowledge and under the penalty of perjury, the following:

The deed of trust at issue herein was originally recorded on July 29, 2003 in the public records of DOUGLAS County, Nevada as Instrument No. 2003-584752. The original beneficiary was GREATER NEVADA MORTGAGE SERVICES with a last known business address of 4070 Silver Sage Drive, Carson City, NV 89701.

The current holder of the note executed by EVELYN L. MARTINEZ, AN UNMARRIED WOMAN AND PATRICK D. CARMAGNOLA, AN UNMARRIED MAN, AS JOINT TENANTS, which note is secured by the real property located at 726 Lassen Way, Gardnerville, NV 89460, is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE SERVICES. The current beneficiary of the deed of trust securing the note with the real property located at 726 Lassen Way, Gardnerville, NV 89460, is GREATER NEVADA MORTGAGE SERVICES. The servicer of the note referenced above is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE SERVICES with an address of 4070 Silver Sage Drive, Carson City, NV 89701.

The Trustee, who has authority to exercise the power of sale against the real property located at 726 Lassen Way, Gardnerville, NV 89460, is

Jeremy T. Bergstrom, Esq.
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052

The beneficiary of the deed of trust identified above, the successor in interest of the beneficiary or the Trustee identified above is in actual or constructive possession of the note secured by the deed of trust referenced above.

The Trustee identified above has the authority to exercise the power of sale with respect to the property located at 726 Lassen Way, Gardnerville, NV 89460 pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the deed of trust.



TS No.: 11-NV0267

The amount in default on the note referenced above is \$9,954.73 as of December 20, 2011. The principal amount of the obligation or debt secured by the deed of trust is \$75,427.75. A good faith estimate of all fees imposed and to be imposed because of the default is \$1,644.68. The estimated costs and fees charged to the debtor in connection with the exercise of the power of sale is \$3,000.00.

Dated: 12-21-2011

GREATER NEVADA LLC, dba
GREATER NEVADA MORTGAGE SERVICES

By: Jenny Casselman
Jenny Casselman, Vice President of Loan Servicing

STATE OF NEVADA
COUNTY OF CARSON CITY

On 12-21-2011 before me, Eva O'Dell Notary Public, personally appeared Jenny Casselman, personally known to me (or 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 NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

