

DOC # 797102  
02/09/2012 02:25PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
Stewart Title - Carson  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$244.00  
BK-212 PG-1606 RPTT: 0.00



WHEN RECORDED MAIL TO:  
Stewart Default Services  
7676 Hazard Center Drive, Suite 820  
San Diego, California 92108

APN: 1318-09-810-019  
TS No.: 12-01044  
Loan No.: 201426-3  
Address: 620 Lake Shore Blvd.  
Zephr Cove, NV 89448

1045888

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:** Stewart Default Services is the duly appointed Trustee under a Deed of Trust dated 4/28/2008, executed by **Ronald W. Vogel and Claudette D. Vogel, husband and wife as joint tenants**, as trustor in favor of **City National Bank, a national banking association**, recorded 5/5/2008, under instrument no. 722660, in book 508, page 711, of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$1,500,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; 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 balance of principal and interest which became due on 11/5/2011, along with late charges, foreclosure fees and any costs for legal fees or advances that have become due.**

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 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.



T.S. No.: 12-01044

Loan No.: 201426-3

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

ADDRESS OF THE PROPERTY: 620 Lake Shore Blvd., Zephr Cove, NV 89448

City National Bank  
C/O Stewart Default Services  
7676 Hazard Center Drive, Suite 820  
San Diego, California 92108  
Phone: (888) 210-6524

Dated: 2/6/2012

Stewart Default Services,

By: Ed Fontes  
Ed Fontes, Trustee Sale Officer

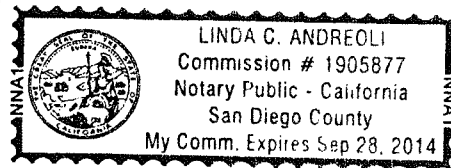
State of California }ss  
County of San Diego }

On 2/6/2012 before me, Linda C. Andreoli Notary Public, personally appeared Ed Fontes 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 Linda C. Andreoli (Seal)





**Exhibit**  
**NRS 107.080 Compliance Affidavit**  
**Version 10/01/11 (issued 9/26/11)**

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE**

Property Owners:

Ronald W. Vogel

Property Address:

620 Lake Shore Boulevard, Zephr Cove,  
NV 89448

Trustee Address:

Stewart Default Services  
7676 Hazard Center Drive, 8<sup>th</sup> Floor  
San Diego, CA 92108

Deeds of Trust Document Instrument  
Number

Book 0508, Page 711, as DOC #  
722660

STATE OF California )

COUNTY OF Los Angeles ) ss:

The affiant, Barrie Gleason, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I am over the age of eighteen years. I am employed by the current beneficiary, or I am the authorized representative of the beneficiary. I have personal knowledge of the facts stated herein based upon a review of loan origination and/or loan servicing records for a debt secured by those certain Deeds of Trust recorded **05-05-2008** as Book 0508, Page 711, as Document No: 722660 in the **Douglas** County Recorder's Office and ("the Deed of Trust"). I am familiar with the manner that the records are kept and maintained by employees of the current beneficiary, prior known beneficiaries, or their authorized representatives, all of whom were responsible for maintaining those records in the



ordinary course of business. The records have been updated at or near the time of the events recorded and described therein.

Further, where indicated, my personal knowledge is based upon a review of the public records available from the Douglas County Recorder's Office which are maintained in the ordinary course of their statutorily defined responsibilities.

1. The full name and business address of the trustee or the trustee's representative or assignee is:

Stewart Default Services      7 676 Hazard Center Drive, 8<sup>th</sup> FL, San Diego, CA 92108

The full name and business address of the current holder of the note secured by the Deed of Trust is:

City National Bank      555 S. Flower Street, 25<sup>th</sup> FL, Los Angeles, CA 90071

The full name and business address of the current beneficiary of record of the Deed of Trust is:

City National Bank      555 S. Flower Street, 25<sup>th</sup> FL, Los Angeles, CA 90071

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

City National Bank      555 S. Flower Street, 25<sup>th</sup> FL, Los Angeles, CA 90071

2. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust, is:

City National Bank      555 S. Flower Street, 25<sup>th</sup> FL, Los Angeles, CA 90071

City National Bank      1811 E. College Pkwy., Carson City, NV 89706-7942



3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.
4. The trustee has the authority to exercise the power of sale under Chapter 107 of NRS with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.
5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
  - a. The amount of missed payments and interest in default is \$660,562.78.
  - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$8,582.31.
  - c. The principal amount secured by the Deed of Trust is \$658,478.72.
  - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$0.00.
  - e. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is \$8,582.31.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

<u>05-05-2008</u> Recorded Date	<u>Book 0508, Page 711 as Doc #722660</u> Document Instrument Number	<u>Deed of Trust</u> Name of Document Conveying Interest of Beneficiary
------------------------------------	--	---

7. Following is the true and correct signature of the affiant:

Dated this 24<sup>th</sup> day of January, 2012.

Affiant Name: Barrie Gleason

City National Bank:

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

Print Name: Barrie Gleason, Vice President

# ALL PURPOSE ACKNOWLEDGMENT



BK 212  
PG-1611

797102 Page: 6 of 6 02/09/2012

State of California  
County of Los Angeles



On February 2, 2012 before me, \*\*\*\*Sarineh Ayvazi, Notary Public\*\*\*\*  
Date Name of the Officer (Notary)  
personally appeared \*\*\*\* Barrie Gleason \*\*\*\*  
Names(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Affidavit of Authority to Exercise the Power of Sale

Title or Type of Document: \_\_\_\_\_

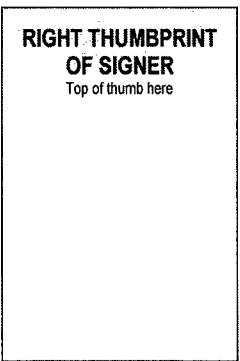
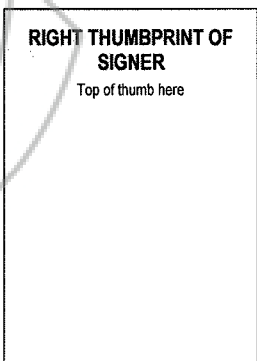
January 24, 2012

Document Date: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

- |  |  |
|--|--|
| <input type="checkbox"/> Signer's Name: <u>Barrie Gleason</u>  | <input type="checkbox"/> Signer's Name: _____  |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input type="checkbox"/> Corporate Officer - Title(s): <u>Vice President</u>                         | <input type="checkbox"/> Corporate Officer - Title(s): _____   |
| <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact  | <input type="checkbox"/> Attorney in Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |



Signer is Representing: City National Bank

Signer is Representing: \_\_\_\_\_