

APN: 1318-15-610-020

DOC # 797326
02/14/2012 03:38PM Deputy: SG
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$220.00
BK-212 PG-2691 RPTT: 0.00



When recorded mail to:

Mortgage Lender Services, Inc.
81 Blue Ravine Road, Suite 100
Folsom, CA 95630

Title Order No. 6469210 Trustee Sale No. fc28637-21 Loan No. 1292

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

NOTICE IS HEREBY GIVEN THAT: MORTGAGE LENDER SERVICES, INC., is either the original trustee, the duly appointed Trustee, substituted trustee or acting as agent for the trustee or beneficiary under a Deed of Trust dated 02/11/2005,

executed by SCOTT E CHASTAIN AND KATHERINE L. CHASTAIN as Trustor,

in favor of BANK OF SACRAMENTO as Beneficiary, recorded on FEBRUARY 18, 2005 AS DOCUMENT NO. 0637121 of Official Records in the Office of the Recorder of Douglas County, State of Nevada. describing land therein as: As more fully described in said Deed of Trust. The common designation is purported to be: 333 UTE WAY, ZEPHYR COVE, NV 89448

Securing, among other obligations, one note(s) for the original sum of \$650,000.00 that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the below set out beneficiary; that a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE PRINCIPAL AND ACCRUED INTEREST REQUIRED UNDER THE NOTE, THE DEED OF TRUST, THE BUSINESS LOAN AGREEMENTS, THE COMMERCIAL SECURITY AGREEMENTS AND THE COMMERCIAL GUARANTY WHEN THE NOTE BECAME DUE IN FULL AFTER ACCELERATION TOGETHER WITH RECEIVERSHIP COSTS, ATTORNEY FEES, FORECLOSURE FEES, ADVANCES TO SENIOR LIENS, INTEREST, INSURANCE, TAXES AND ASSESSMENTS.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said 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 herein and reinstate the obligation secured by such Deed of Trust above described. Section 107.080 NRS permits certain defaults to be cured upon the payment of the amounts required by that 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 the recording and mailing to Trustor or Trustor's successor in interest of this notice, the right of reinstatement will terminate and the property may thereafter be sold.

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

BANK OF SACRAMENTO
c/o MORTGAGE LENDER SERVICES, INC.
81 Blue Ravine Road, Suite 100, Folsom, CA 95630
(916) 962-3453

You may contact Bank of Sacramento to negotiate a loan modification at (916) 648-2629

You may contact a local housing counseling agency approved by the United States Department of Housing and Urban Development (HUD):

Consumer Credit Counseling Service, 841 E 2nd, Carson City NV 89701 (800)451-4505 or

Neighborhood Assistance Corp of America, 5765 S Rainbow Bl#102, Las Vegas NV 89118 (888)297-5568

Date: 2/13/12

MORTGAGE LENDER SERVICES, INC.

By: Sara Berens, Senior Vice President

MORTGAGE LENDER SERVICES, INC., MAY BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

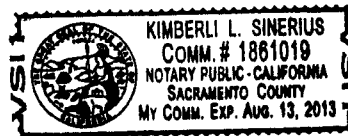
State of California

County of Sacramento

On February 13, 2012 before me, Kimberli L. Sinerius, Notary Public, personally appeared Sara Berens 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.





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 \$551,057.54
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$637.74
 - c. The principal amount secured by the Deed of Trust is \$129,548.00
 - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$1,295.48
 - 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 \$4,095.48
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

2/18/05
Date

0637121
Document Instrument Number

Revolving Credit Deed of Trust
Name of Document Conveying
Interest of Beneficiary

(List information regarding prior instruments in the same format)



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

Dated this 8th day of February, 2012.

Affiant Name: Edmund Gee

Signed By: *Edmund Gee*

Print Name: Edmund Gee

STATE OF _____)

COUNTY OF _____)

ss:

On this See day of See, 2012, personally appeared
before me, a Notary Public, in and for said See County and State,

See, known to me to be the persons described in and who
executed the foregoing instrument in the capacity set forth therein, who acknowledged to me
that he/she executed the same freely and voluntarily and for the uses and purposes therein
mentioned.

NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On February 8, 2012 before me, Vatsana Phommatheth, Notary Public

personally appeared Edmund Gee

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 Vatsana Phommatheth

Place Notary Seal Above

Signature of Notary Public

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

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

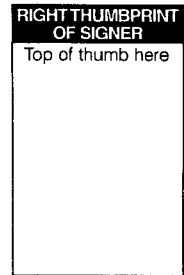
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____