

DOC # 812856

11/14/2012 02:29PM Deputy: PK

OFFICIAL RECORD

Requested By:

First American National De

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 6 Fee: \$219.00

BK-1112 PG-3931 RPTT: 0.00



APN 1420-06-410-025

RECORDING REQUESTED BY:

First American Title Insurance Company

WHEN RECORDED MAIL TO:

TRUSTEE CORPS

17100 Gillette Ave

Irvine, CA

92614

TS No. NV09002585-11-1

TO No. 5897941

Property Address: **3621 SHAWNEE DRIVE, CARSON CITY, NV 89705**

**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 April 1, 2005, executed by MICHELE NICHOLS, AN UNMARRIED WOMAN AND, CRAIG O. TOLMAN, AN UNMARRIED MAN as Trustor, to secure obligations in favor of M&T MORTGAGE CORPORATION the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as the original Beneficiary as nominee for Lender, its successors and/or assigns and recorded April 15, 2005 as Instrument No. 0641823 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 \$359,650.00 (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 June 1, 2011 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.



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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:

Wells Fargo Bank, N.A.
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
Phone No.: 949-252-8300

Dated: November 13, 2012

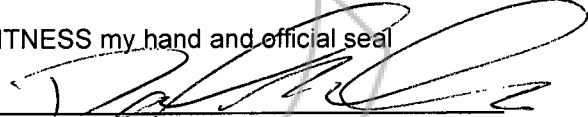
TRUSTEE CORPS
as Duly Appointed Successor Trustee

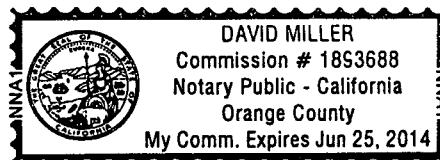

By: KAREN TALAFUS, Authorized Signatory

State of CALIFORNIA
County of ORANGE

On November 13, 2012 before me, David Miller Notary Public in and for said county, personally appeared KAREN TALAFUS 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

Notary Public



To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



TS No: NV09002585-11-1
APN: 1420-06-410-025

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL
[NRS § 107.080]

I, Una M Elmore, am the Vice President Loan Documentation of Wells Fargo Bank, NA (hereinafter "Wells Fargo"), the current beneficiary of the subject Deed of Trust ("Current Beneficiary") or the authorized representative of the Current Beneficiary. The borrower(s) identified in subject Deed of Trust is/are, MICHELE NICHOLS and CRAIG O. TOLMAN. The subject Deed of Trust encumbers the real property located at 3621 SHAWNEE DRIVE, CARSON CITY, NV 89705. This Affidavit is provided in support of the Notice of Default and Election to Sell.

The following facts are, except where otherwise indicated, true of my own personal knowledge based upon my personal review of business records of Wells Fargo which have been represented to me to be true by persons employed by Wells Fargo who have a business duty to Wells Fargo to accurately and completely make, take and maintain those records in the regular and ordinary course of their business duties. Where the following facts are not based on my personal knowledge, they are based on my personal review of documents which are of public record in the State of Nevada and/or documents created by third parties the accuracy of which Wells Fargo relies on in conducting its business of servicing mortgage loans.

1(a). The full name and business address of the current trustee of record for the deed of trust at issue is MTC Financial Inc. dba Trustee Corps, which is located at 17100 Gillette Ave, Irvine, CA 92614.

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust at issue is Wells Fargo Bank, NA, which is located at 3476 Stateview Blvd Ft. Mill, SC 29715.

1(c). The full name and business address of the Current Beneficiary for the obligation or debt secured by the Deed of Trust at issue is Wells Fargo Bank, NA which is located at 3476 Stateview Blvd Ft. Mill, SC 29715.

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust at issue is Wells Fargo Bank, NA which is located at 3476 Stateview Blvd Ft. Mill, SC 29715.

2. I further affirm that to the best of my knowledge, and from my review of the documents of public record, the full name and business address of each prior beneficiary of the Deed of Trust of which I am aware at issue is:



Name: M&T Mortgage Corporation

Last known address: 1 M&T Plaza, Buffalo, NY 14203

Name: MERS as Nominee for M&T Mortgage Corporation, its successors and assigns

Last known address: P.O. Box 2026, Flint, MI 48501-2026

Instrument: Deed of Trust recorded 04/15/2005 as Instrument number 0641823.

Name: Wells Fargo Bank, NA

Last known address: 1 Home Campus, Des Moines, IA 50328

Instrument: Assignment of Deed of Trust recorded on 09/12/2011 as Instrument Number 0789391.

The other known prior beneficiaries (whether of record or not), if any, along with the date and manner of their acquisition of a beneficial interest in the Deed of Trust and their last known address, if any, are, to the best of my knowledge, set forth in Exhibit "A" hereto, if applicable, which is incorporated herein by this reference.

3. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. The current trustee under the Deed of Trust has the authority to exercise the power of sale with respect to the subject Deed of Trust pursuant to the instruction of the Current 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:

5(a). The total amount in default, as of 11/02/2012, is \$43,717.94.

5(b). As of 11/02/2012, the amount of fees and costs already charged to debtor because of the default is \$1,819.10. This amount is included in 5(a).

5(c). As of 11/02/2012, the unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$326,353.07.

5(d). As of 11/02/2012, as a good faith estimate, the amount of fees and costs to be imposed or charged to the debtor because of the default, excluding the foreclosure fees and costs set forth in Paragraph 5(e), below, will be \$400.00.

5(e) As a good faith estimate of the foreclosure fees and costs to be charged to the debtor in connection with the exercise of the power of sale under the Deed of Trust will be \$2,490.00.



6. To the best of my knowledge, and if an Exhibit "A" is attached, it contains the date, recordation number or other unique designation of the instrument that conveyed the interest of each beneficiary and a description of the instrument that conveyed the interest of each beneficiary.

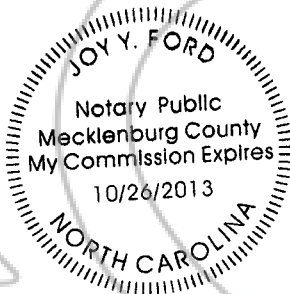
I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on November 2nd, 2012.

Una M Elmore

Una M Elmore-Vice President Loan Documentation
Wells Fargo Bank, NA
11/02/12

State of North Carolina
County of Mecklenburg

The foregoing instrument was sworn to and subscribed before me this 2nd day of November, 2012, by UNA M Elmore, who is personally known to me.



Joy Y. Ford

Joy Y. Ford

NOTARY PUBLIC, State of NORTH CAROLINA

My commission expires: 10/26/2013



Exhibit "A"

Full Name	Street, City, State, Zip	Date (if applicable)	Instrument No. (if applicable)
Wells Fargo Home Mortgage a Division of Wells Fargo Bank NA	2701 Wells Fargo Way X4501-044, Minneapolis, MN 55467	N/A	N/A
Federal Home Loan Mortgage Corporation	8200 Jones Branch Drive McLean, VA 22102	N/A	N/A
M & T Bank	One M&T Plaza Buffalo, NY 14203	N/A	N/A

