

DOUGLAS COUNTY, NV **2023-1003053**
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\$290.00 Pgs=3 12/11/2023 08:35 AM
FIDELITY DEFAULT RESOLUTION NETWORK
SHAWNYNE GARREN, RECORDER

APN: 1419-09-001-002

Recording Requested by and When
Recorded Mail to:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY
5170 Golden Foothill Parkway, Suite 130
El Dorado Hills, CA 95762

Trustee Sale No. 23-00344-2FNT

Client Reference No. Thomas

PROPERTY ADDRESS: 186 Tor Court, Carson City, NV

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

NOTICE IS HEREBY GIVEN THAT: FIDELITY NATIONAL TITLE INSURANCE COMPANY is either the original trustee or the duly appointed substituted trustee under that certain Deed of Trust with Assignment of Leases, Rents, Security Agreement and Fixture Filing dated as of May 12, 2021, executed by GREGORY A. THOMAS and HEATHER L. THOMAS, Co-Trustees of the THOMAS LIVING TRUST, dated October 18, 1995, as trustor (the "Original Trustor"), to secure certain obligations in favor of Kevin Lipton, an individual, as beneficiary (the "Original Beneficiary"), recorded on May 14, 2021, as Instrument No. 2021-967466 of official records in the office of the Recorder of Douglas County, Nevada (the "Original Deed of Trust"), and that

The Original Deed of Trust and any modifications thereto are collectively referred to herein from time to time as the "Deed of Trust", and that

The Deed of Trust encumbers certain property more particularly described therein (together with any additions thereto, and less any reconveyances therefrom, the "Trust Property"), 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 Secured by Deed of Trust with a face amount of \$1,500,000.00, (the "Original Note"), and that

The Original Note, together with the Amendment to Promissory Note Secured by Deed of

Trust made as of December 1, 2022, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Original Note are collectively referred to herein from time to time as the "Note", and that

The Note and any other documents evidencing the obligations secured by the Deed of Trust, together with any modifications thereto, are collectively referred to herein from time to time as the "Secured Obligations", and that

The term "Trustor" as used herein shall mean either the Original Trustor or, if applicable, its successor in interest with respect to the Trust Property, and that

The term "Beneficiary" as used herein shall mean either the Original Beneficiary or, if applicable, its successor in interest with respect to the Trust Property, and that

The term "Trustee" as used herein shall mean either the original trustee set forth in the Deed of Trust or, if applicable, its successor in interest with respect to the Trust Property, and that

Capitalized terms not defined herein shall have the same meaning as those in the Note, Secured Obligations, the Deed of Trust and/or any other loan documents, 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 Secured Obligations and/or the Deed of Trust, specifically: failed to pay payments which became due; and all subsequent payments; together with late charges due; together with default interest due thereon; together with other fees and expenses incurred by the Beneficiary; and that

The Trustor has failed, or shall hereafter fail, to pay all other and subsequent interest and/or principal together with late charges and/or default interest and/or any and all other obligations and indebtedness as may become due under the terms of or under the Secured Obligations and/or Deed of Trust and not performed and/or paid including, without limitation, reimbursement to the beneficiary and/or the Trustee of any of the following fees, costs and expenses heretofore or hereafter incurred, suffered or paid by the beneficiary and/or the Trustee in connection with the Secured Obligations and/or Deed of Trust, the Trustor or the Trust Property:

1. Attorneys' fees and costs including, without limitation, those incurred in connection with foreclosure of the Deed of Trust, appointment of a receiver with respect to the Trust Property, litigation over the amount, validity, enforcement or priority of the Secured Obligations and/or Deed of Trust, or commencement of an action or proceeding for relief from any bankruptcy court or other judicial or administrative stay, order or injunction, and all other such matters;
2. Real and/or personal property taxes, or payments under or with respect to prior or junior liens or encumbrances, insurance premiums and all other such matters;
3. Protection, preservation, repairs, restoration or completion of the Trust Property, and all other such matters;
4. Compliance with any applicable laws, regulations or orders, and all other such matters;
5. Trustee's fees, Trustee's Sale Guarantee premiums, and other foreclosure costs, and all other such matters; and that

It is the intention of the Beneficiary to include herein all delinquent sums or obligations now or hereafter secured by and under the Deed of Trust, whether presently known or

unknown, and whether or not specifically set forth herein, and that


By reason thereof, the Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the Property to be sold to satisfy the obligations secured thereby.

NRS Section 107.080 permits certain defaults to be cured upon payment of the amounts required by that section without requiring payment of the portion of the principal and interest which would not be due had not default occurred. Where reinstatement is possible if the default is not cured within 35 days following recording and mailing of the notice to trustor or trustor's successors in interest, the right of reinstatement will terminate and the property may thereafter be sold.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, contact:

Kevin Lipton
c/o Sklar Kirsh LLP, Attn: Elan Bloch
1880 Century Park East, Suite 300
Los Angeles, CA 90067
Phone: (310) 845-6416

FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee



Katy Holdeman, Authorized Signor

Dated: November 22, 2023

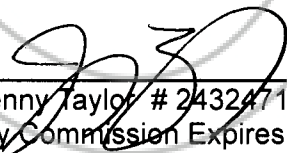
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }ss.
County of El Dorado }ss

On November 22, 2023, before me, Jenny Taylor, Notary Public, personally appeared Katy Holdeman, 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.



Jenny Taylor # 2432471
My Commission Expires January 22, 2027

