

125511

WHEN RECORDED MAIL TO:  
MILES, BAUER, BERGSTROM & WINTERS, LLP  
2200 Paseo Verde Pkwy., Suite 250  
Henderson, NV 89052  
(702) 369-5960

FILED FOR RECORDING  
AT THE REQUEST OF

*First American Title*

2005 NOV 15 PM 4 19

LINCOLN COUNTY RECORDER

2815.00

PER 15.00005

2815929

First American Title

TS No.: 05-NV0115  
Loan No.: 0026728550  
A.P.N.: 11-160-02

**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 **February 24, 2004**, executed by **BETSY L. WHIPPLE, AN UNMARRIED PERSON**, as trustor in favor of **PHH MORTGAGE SERVICES**, recorded **February 27, 2004**, under Instrument no. **121874**, of Official Records in the office of the County recorder of **County, Nevada**, securing, among other obligations.  
*\*County of Lincoln*

Including **ONE (1) NOTE(S) FOR THE ORIGINAL** sum of **\$314,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by **PHH MORTGAGE CORP.**; 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 August 1, 2005 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.

## 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: November 7, 2005

**MILES, BAUER, BERGSTROM & WINTERS, LLP**

By: \_\_\_\_\_  
**Jeremy T. Bergstrom, Esq.**

State of NEVADA  
County of CLARK

On November 9, 2005 before me, Candace Fay 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 executed the same in his authorized capacity, and that by his 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 Candace Fay \_\_\_\_\_ (Seal)  
Notary Public in and for said County and State

