

**Official Record**Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$15.00

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RPTT:

Recorded By: AE

Book- 245 Page- 0407



0132833

WHEN RECORDED MAIL TO:

CR Title Services Inc.  
1000 TECHNOLOGY DRIVE MS 314  
O'FALLON, MO 63368

3888103

APN: 004-121-05

TS No. :T08-41593-NV

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

**NOTICE IS HEREBY GIVEN THAT: CR Title Services Inc.** is the duly appointed Trustee under a Deed of Trust dated 12-11-2003, executed by **DEVIN S ROGERS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as trustor in favor of **AMERICAN HOME MORTGAGE CORP.**, recorded 01-05-2004, under instrument no. 121593, in book 182, page 33, of Official Records in the office of the County recorder of LINCOLN, County, Nevada securing, among other obligations.

One Note for the Original sum of \$118,146.00, 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:

**INSTALLMENT OF PRINCIPAL AND INTEREST PLUS IMPOUNDS AND / OR ADVANCES WHICH BECAME DUE ON 06/01/2008 PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, BALLOON PAYMENTS, PLUS IMPOUNDS AND/OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE.**

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.

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 of 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:**

CITIMORTGAGE INC.



C/O CR TITLE SERVICES  
O'FALLON, MO 63368-2240  
REINSTATEMENT LINE: 877-576-0472

Dated: :October 15, 2008

CR Title Services Inc., by FIRST AMERICAN  
TITLE INSURANCE CO. as agent

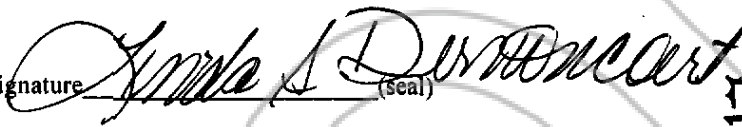
By:   
TODD BRACHTENBACH,

State of ~~MO~~ <sup>CA</sup> ss  
County of ~~SAINT CHARLES~~ <sup>Contra Costa</sup>

On October 15, 2008 before me LINDA S. DERONCOURT Notary Public, personally appeared TODD BRACHTENBACH 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 ~~MO~~ <sup>CA</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)  
\_\_\_\_\_  
Notary Public



Federal Law requires us to notify you that we are acting as a debt collector. If you are currently in a bankruptcy or have received a discharge in bankruptcy as to this obligation, this communication is intended for informational purposes only and is not an attempt to collect a debt in violation of the automatic stay or the discharge injunction.