

**Official Record**Recording requested By  
FIRST AMERICAN TITLE COMPANYLincoln County - NV  
Leslie Boucher - RecorderFee: \$67.00 Page 1 of 4  
RPTT: Recorded By: AE  
Book- 254 Page- 0230

Assessors Parcel No(s): 013-150-03

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY**When recorded mail to:  
Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711**The undersigned hereby affirms that there is no  
Social Security number contained in this document.**Space above this line for recorders use only  
Order # 4380585TS # NV-10-343362-RT  
Property Address: 3886 SKYLINE RD FORMERLY 5 SKYLINE,  
CALIENTE, NV 89031**Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust**

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. 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 9/12/2007, executed by JOSEPH E WHIMPLE JR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., as beneficiary, recorded 9/18/2007, as Instrument No. 129920, in Book 235, Page 454 of Official Records in the Office of the Recorder of LINCOLN County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$182,422.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby 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 in that payment has not been made of:

**The installments of principal and interest which became due on 9/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. 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.



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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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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:**

Bank of America  
C/O Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711

**To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:**

**Bank of America**  
**Contact: ROSEMARY BARE**  
**Department: Loss Mitigation Department**  
**Phone: 661-951-5722**  
**Toll Free: 866-883-5145**  
**Email: Mediation\_referrals@countrywide.com**

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at **(800) 569-4287** or you can go to The Department of Housing and Urban Development (HUD) web site at [www.hud.gov/offices/hsg/sfh/hcc/hcs.com](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.com).

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.



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Dated: 2/10/2010

Quality Loan Service Corp., AS AGENT FOR  
BENEFICIARY  
BY: First American Title Insurance Company

By:

JAMES M. DAVIS, ASST SEC

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\* SEE ATTACHED

On \_\_\_\_\_ before me, \_\_\_\_\_ a notary public,  
personally appeared \_\_\_\_\_, 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.

(Seal)

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your  
credit record may be submitted to a credit report agency if you fail to fulfill the terms of your  
credit obligations.



0135390

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

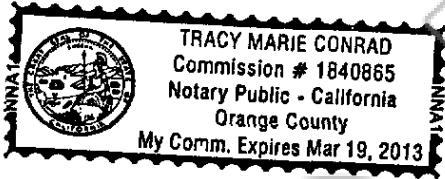
COUNTY OF ORANGE } SS

On February 11, 2010 before me, Tracy Marie Conrad,

NOTARY PUBLIC, personally appeared

JAMES M. DAVIS  
NAME(S) OF SIGNER(S)

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.

*Tracy Marie Conrad*  
SIGNATURE OF NOTARY

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)  
PARTNER(S)  
LIMITED OR GENERAL  
ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR  
OTHER:

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE