

Official RecordRecording requested By
COW COUNTY TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$215.00

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RPTT:

Recorded By AE

Book- 265 Page- 0617

41931-Lin

APN: 008-251-05
008-261-10Recording Requested by:Rick L. Guerisoli, Esq.
DURHAM JONES & PINEGAR, P.C.
192 East 200 North, 3rd Floor
St. George, Utah 84770When recorded, mail to:

Same as previously indicated



0138980

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

IN THE MATTER of that certain Deed of Trust made by **VERO LINCOLN MESA, LLC**, as Grantor ("Grantor") to First American Title Insurance Company as Trustee, for the benefit of **AMERICAN BANK OF THE NORTH**, as Lender ("Beneficiary"), dated as of February 21, 2008, and recorded March 3, 2008, in Book 239 of Official Records, page 524, as Document No. 0131066, which was modified by: (1) a Modification of Deed of Trust recorded September 24, 2009, in Book 251 of Official Records, page 0189, as Document No. 0134309; and (2) a Modification of Deed of Trust recorded March 14, 2011, in Book 262 of Official Records, page 572, as Document No. 0138036, in the office of the Lincoln County Recorder, Lincoln County, Nevada. The original Deed of Trust, together with the subsequent modifications, shall be collectively referred to herein as the "Deed of Trust." The Deed of Trust secures among other obligations the payment of all sums due under that certain Promissory Note ("Note") in the original principal amount of \$1,000,000.00 executed by Grantor as Borrower in favor of Beneficiary.

NOTICE IS HEREBY GIVEN that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said 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 April 4, 2011, 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 beneficiary's 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 payoff. This amount is no less than \$34,250.00 as of August 4, 2011, and will increase until your account becomes current. 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 Note.

By reason of said breach and default, it is hereby declared that the entire unpaid amount of the Note and all other sums secured by the Deed of Trust are immediately due and payable, and notice is hereby given of the election to cause the Trustee to sell the property encumbered by the Deed of Trust in the manner provided by applicable law.



NRS 107.080 permits certain defaults to be cured upon the performance of Grantor's obligations and/or payment of certain amounts 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 Grantor or its successors in interest, the right of reinstatement will terminate and the Property may thereafter be sold. The Grantor may have the right to bring a court action to assert the non-existence of a default or any other defense of Grantor to acceleration and sale.


To determine if reinstatement is possible and the amount needed to cure the default, or to receive any information relating to the status of the foreclosure, please contact:

Rick L. Guerisoli, Esq.
DURHAM JONES & PINEGAR, P.C.
192 East 200 North, 3rd Floor
St. George, Utah 84770
435-674-0400

If you have any questions, you should contact a lawyer. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusions of the foreclosure.

DATED this 9th day of August, 2011.

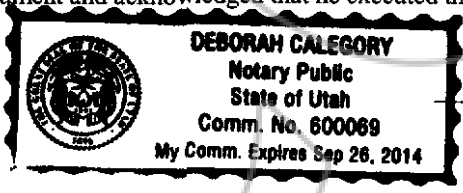
TRUSTEE

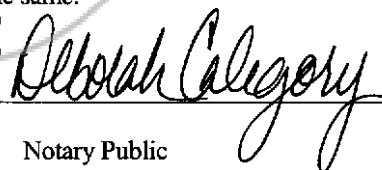


RICK L. GUERISOLI

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 9th day of August, 2011, before me personally appeared RICK L. GUERISOLI, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.





Notary Public

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