

**ATTACHMENT B  
DECLARATION OF DEFAULT AND  
DEMAND FOR SALE**

TO: National Title Co  
7251 W. Lake Mead Blvd, Suite 200  
Las Vegas, Nevada 89128  
Phone (702) 737-3366

FORECLOSURE No.: 277219-FCL  
DATE: \_\_\_\_\_

Diversity Leadership Institute, a Nevada non-profit corporation, as Trustor, executed the Deed of Trust dated March 25, 2005 naming the City of Las Vegas, as Trustee and beneficiary thereunder, which was recorded and re-recorded in the Official Records of Clark County, Nevada, as follows:

Date:	April 4, 2005	Date:	March 5, 2008
Document No.:	0002125	Document No.:	0003442
Book No.:	20050404	Book No.:	20080305

The Deed of Trust secures repayment of the federal grant in the amount of \$114,750 and performance of Housing Opportunities for Persons with Aids Program Agreement ("HOPWA Agreement") dated July 1, 2004, in favor of the City of Las Vegas, as Beneficiary.

A default exists in the performance of the Deed of Trust and the HOPWA Agreement in that the Trustor (i) has failed to operate the real property described in the Deed of Trust as affordable housing for HOPWA program eligible tenants for a period of 10 years, (ii) has permitted the real property to become encumbered during the period of affordability, and (iii) has lost possession of the real property pursuant to a sale, all in violation of the Deed of Trust, HOPWA Agreement and 24 CFR 574.

By reason of such default the undersigned does hereby declare the sum of \$114,750 immediately due and payable under the Deed of Trust.

In addition to this Declaration of Default and Demand for Sale, the undersigned has executed and delivered to you herewith the Notice of Default and Election to Sell under the Deed of Trust (the "Notice") to satisfy the obligations of the Deed of Trust, and you are instructed to cause the Notice to be recorded in the Office of the County Recorder of the county wherein the real property is situated; and three months thereafter to sell the property described in the Deed of Trust as authorized under the terms thereof and according to the provisions of applicable law if the aforementioned amount due and owing under the Deed of Trust, including accrued foreclosure costs, is not paid within the time permitted by law. The sale may be made for any coin or currency of the United States then legal tender for public and private debts, with gold coin being waived.

You are further instructed, on the day of sale, if there be no purchaser for the real property, to bid on the property in accordance with instructions to be hereafter given.

During the statutory period for reinstatement, which is 35 days immediately following recordation and mailing of the Notice, you are authorized to accept payment in an amount sufficient to cure the default herein, including accrued foreclosure costs. In the event status of the account changes, you will be immediately notified. If not so notified, you are to rely on the figures and information provided herein.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Beneficiary

\_\_\_\_\_  
DOUGLAS A. SELBY, City Manager  
City of Las Vegas

Approved as to form:

*Robert J. Sylvain* 3-18-08  
*Clark County Attorney* Date