

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE HEREBY IS GIVEN that default has been made in the performance of the obligations secured by that certain Deed of Trust dated August 18, 1971, executed by TORSTAN LTD., a Nevada limited partnership, to HOME TRUSTEE, INC., a Nevada corporation, as Trustee for HOME SAVINGS AND LOAN ASSOCIATION, a Nevada corporation, as Beneficiary, which Deed of Trust was recorded on the 20th day of August, 1971, in Book 90, at Page 145, as Document No. 54014, Official Records of Douglas County, Nevada. Said default consists in failure to pay the indebtedness due from Trustor, TORSTAN LTD., to Beneficiary on a certain Promissory Note dated the 21st day of October, 1971 made by TORSTAN LTD. and payable to the order of HOME SAVINGS AND LOAN ASSOCIATION in the principal amount of \$481,760.00, which indebtedness also is secured by Deeds of Trust recorded as follows:

1. On October 27, 1971 in Book 92 at Page 577, as Document No. 55090, Official Records of Douglas County, Nevada,
2. On August 20, 1971 in Book 90 at Page 144, as Document No. 54013, Official Records of Douglas County, Nevada,
3. On October 15, 1971, in Book 92, at Page 360, as Document No. 54952, Official Records of Douglas County, Nevada,

and which indebtedness is in default as follows:

- (a) The sum of \$442,175.00 principal which is now due, owing and unpaid from Trustor to Beneficiary.
- (b) The sum of \$23,600.51 interest which had accrued and was payable on or before August 31, 1972 on the aforesaid Promissory Note.
- (c) Interest on the aforesaid principal sum of \$442,175.00 at the rate of eight percent (8%) per annum from September 1, 1972 until the date hereof.

The aforesaid deficiencies in performance and payment of the obligations secured by said Deed of Trust have not been made good.

NOTICE HEREBY FURTHER IS GIVEN of intention to declare, and it hereby is declared, that the entire principal balance of Twenty Four Thousand Six Hundred Forty Two and 66/100 (\$24,642.66) Dollars, plus all accrued interest, still remaining unpaid on the Promissory Note dated the 18th day of August, 1971 in the original principal amount of \$23,200.00 and on the Additional Advance Promissory Note dated the 13th day of April, 1972, in the original principal amount of \$1,650.00, both of which Promissory Notes are secured by said Deed of Trust, and all accrued interest still remaining unpaid on the aforesaid principal amount of \$24,642.66, which interest has accrued at the rate of eight percent (8%) per annum from the 1st day of August, 1972, is immediately due and payable, and notice hereby is given of election to cause the property conveyed under said Deed of Trust to be sold to satisfy

the obligations secured thereby and to satisfy all of the terms and conditions thereof. The said additional advance mentioned above is evidenced by a certain Notice of Additional Advance under Deed of Trust recorded April 20, 1972 in Book 99 at Page 375 as Document No. 58950, Official Records of Douglas County, Nevada.

The property which is to be sold under the power of sale contained in said Deed of Trust is all that certain real property in the County of Douglas, State of Nevada, described as follows:

Lot 37 in Block L, as said lot and block are shown on the map of GARDNERVILLE RANCHOS UNIT NO. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 10, 1967.

TOGETHER WITH any and all of the property interests and rights which are subject to said Deed of Trust by reason of the inclusion in said Deed of Trust of the following paragraph, to-wit:

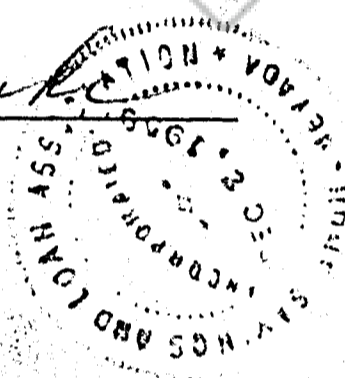
- "1. Conveyed Property. The property conveyed is the described real property and any and all of the following. Rights, water rights, pipes, ditches, rights of way, easements, profits, privileges, tenements, hereditaments and appurtenances, and stock that evidences any of them, that now or hereafter appertain or belong in any way, including by way of homestead claim or any other claim at law or equity, in or to the described real property. Titles or reversionary interests that are now held or hereafter acquired in or to all or any part of any street, road, highway or alley that now or hereafter is adjacent to or adjoins the described real property. Buildings and improvements, of every kind and description, that now or hereafter are erected or placed upon the described real property. Fixtures, furnishings and equipment, that now or hereafter are attached to or installed in or placed in or placed upon any such building or improvement, or are situated upon the described real property in connection with the use or occupancy of any such building or improvement or the described real property. Such fixtures, furnishings and equipment specifically include: apparatus, machinery, motors, elevators, escalators, fittings, doors, windows, signs, pylons, store fronts, screenings, awnings, shades, blinds, draperies, carpetings, floor coverings, furnaces, boilers, burners and heaters (whether gas, oil or electric), stoves, ovens refrigerators, freezers, water softeners, hot water heaters, sinks, drains, drainboards, cabinets, ducts, flues, registers, vents, hoods, heating and cooling and air conditioning equipment, compressors, fans, ventilators, wiring, panels, lighting fixtures, lighting globes and tubes, inter-communication systems and equipment, time clocks, other electrical or electronic equipment, plumbing, plumbing

fixtures and equipment, sprinklers, sprinkler and irrigation systems and equipment, and swimming and wading and ornamental pools and equipment. (All of such fixtures, furnishings and equipment are, and shall be: A permanent accession to the land contained in the described real property and to such building or improvement, and a part of the real property and leasehold estate conveyed by and under this Deed, whether or not any of such fixtures, furnishings and equipment is subject to a chattel mortgage of which Association is a mortgagee.) Architectural, structural, mechanical and engineering renderings, layouts, drawings, designs and specifications with respect to the above described property, or such building or improvement, or such fixture, furnishing and equipment."

IN WITNESS WHEREOF, Beneficiary has executed this notice this 26th day of September, 1972.

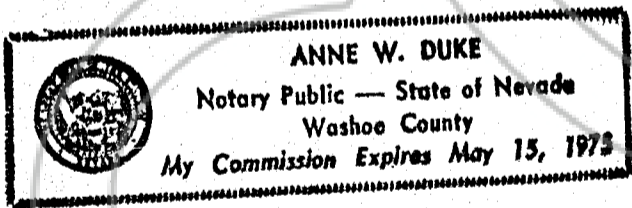
HOME SAVINGS AND LOAN ASSOCIATION
A corporation existing under the laws of the State of Nevada.

By Robert Banks
ROBERT BANKS
Its Vice President



STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On September 26, 1972, personally appeared before me, a Notary Public, ROBERT BANKS, who acknowledged that he executed the above instrument; he further acknowledged to me that in so doing he was acting in his capacity as Vice President of the corporation as indicated above and on behalf of said corporation.



Anne W. Duke
Notary Public

(Recorder's Stamp)

Recorded at Request of Home Savings & Loan Assn
On 9-27-72 At 45 Min. Past 11 AM
Official Records of Douglas County, Nevada. Fees 5.00 pd

Patricia J. Stanley, Recorder.

By Patricia J. Stanley

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