

NOTICE OF DEFAULT AND
ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN: That the law firm of McDONALD, CARANO, WILSON, BERGIN, FRANKOVICH & HICKS, a Partnership, is the duly substituted Trustee under a Deed of Trust dated June 5, 1978, executed by F. HEISE LAND & LIVESTOCK COMPANY, a Nevada Corporation, as Trustor, given to secure certain obligations in favor of FEDERAL LAND BANK OF SACRAMENTO, a Corporation, as Beneficiary, which was recorded June 9, 1978, in Book 678, Page 646, Document No. 21730, Official Records in the Office of the County Recorder of Douglas County, State of Nevada, on the following described real property:

PARCEL ONE:

The South 1/2 of the Northeast 1/4 of Section 7, Township 12 North, Range 20 East, M.D.M.

ALSO that portion of the Southeast 1/4 of said Section 7 described as follows:

"Commencing at the Northwest corner of the Southeast 1/4 of said Section 7; thence South along the West line of the Southeast 1/4 of said Section 37.5 rods; thence East 118 rods; thence South 122 rods; thence East 42 rods, more or less, to the East line of the Southeast 1/4 of said Section 7 thence North, along the East line of the Southeast 1/4 of said Section 7 to the Northeast corner of the Southeast 1/4 of said Section, thence West, along the North line of the Southeast 1/4 of said Section to the point of beginning.

PARCEL TWO:

The South 1/2 of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the North 1/2 of the Southwest 1/4 of Section 8, Township 12 North, Range 20 East, M.D.M.

Also a portion of the South 1/2 of the Southwest 1/4 of said Section 8, more particularly described as follows:

COMMENCING at a point on the East line of the Southwest 1/4 of said Section 8, 70 rods North of the Southeast corner of the Southwest 1/4 of said Section 8; thence in a southwesterly direction 176.5 rods, more or less, to a point on the West line of the Southwest 1/4 of said Section 8, distance thereon 8 rods North of the Southwest corner of said Section 8; thence North along the West line of said Section to the Northwest corner of the Southwest 1/4 of the Southwest

1/4 of said Section 8; thence East along the North line of the south 1/2 of the Southwest 1/4 of said Section 8 to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence South along the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 8, 10 rods, more or less, to the point of beginning.

Containing 1,984 acres, more or less.

TOGETHER WITH THE right to divert water from the East and West Forks of the Carson River, and From Indian Creek, through the various sloughs and ditches used for conveying said water, for irrigation of 1,598.2 acres of the above described land, as allotted to F. Heise Land & Livestock Company in the decree issued by the District Court of the United States in and for the District of Nevada, in Case No. D-183 entitled "United States of America vs. Alpine Land and Reservoir Company.

That said obligations secured by said Deed of Trust include a Note for the original sum of \$409,000.00 dated June 5, 1978; 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 as follows:

- (1) \$61,146.82 Principal and interest due January 1, 1986
- (2) All costs and fees incurred herein;
- (3) Any advancements made herein;
- (4) Any delinquent taxes due and owing;
- (5) Any installments becoming due and remaining unpaid.

Contact the Office of VALERIE N. STRANDELL, Attorney at Law, P. O. Box 2670, Reno, Nevada, 89505, (702) 322-0635, upon receipt hereof for exact delinquency. The total indebtedness, including delinquencies, is \$533,288.26 as of the 18th day of September, 1986, with interest thereafter on a portion thereof at variable rates together with costs and fees and any further advancements made.

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.

NRS Section 107.080 permits certain defaults to be cured upon the timely payment of the amounts required by that Section. If said amounts are not cured within 35 days following the recording and mailing of this Notice of Default and Election to Sell under Deed of Trust, the property may thereafter be sold.

DATED: This 4 day of November, 1986.

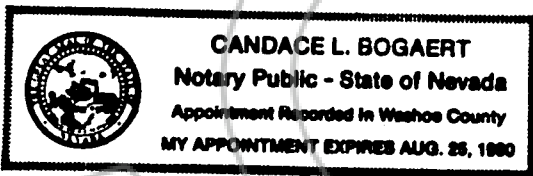
FEDERAL LAND BANK OF SACRAMENTO,
a Corporation

By: INTERMOUNTAIN FEDERAL LAND BANK
ASSOCIATION (formerly Federal
Land Bank Association of Reno)
Special Agent

By Thomas Seerley
Thomas Seerley, President

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On this 4th day of November, 1986, personally appeared before me, a Notary Public, THOMAS SEERLEY, President of INTERMOUNTAIN FEDERAL LAND BANK ASSOCIATION (formerly Federal Land Bank Association of Reno), Special Agent for FEDERAL LAND BANK OF SACRAMENTO, who acknowledged that he executed the foregoing instrument.



Candace L. Bogaert
Notary Public

REQUESTED BY
SILVER STATE TITLE AND ESCROW CO. INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'86 DEC -1 11:00

SUZANNE BEAUDREAU
RECORDER

\$ 7- PAID Ju DEPUTY

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