

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

EQUITABLE DEED COMPANY
TRUST DEED UNIT #38434
333 SOUTH BEAUDRY AVENUE 11TH FLOOR
LOS ANGELES, CA 90017

Attn: Foreclosure Department

96050334
Space above this line for recorder's use

Title Order No.

Trustee Sale No. C327360-68

Reference No. 06560000176

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally thirty-five days from the date this Notice of Default may be recorded. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$1,211.23 as of 01/24/96 and will increase until your account becomes current. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay the amount stated above. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure the default; or both (1) and (2). Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

BANK OF AMERICA NEVADA C/O BANK OF AMERICA, NT & SA SOUTHERN CALIFORNIA
CLC, #1322, ATTN: ANITA LAMBERT, 3151 E. IMPERIAL HIGHWAY, BREA, CA 92621
(714) 579-5933

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.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

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(NVNOTD1A)

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Continued from page 1

NOTICE IS HEREBY GIVEN THAT: EQUITABLE DEED COMPANY

is duly authorized Agent for the Trustee, or duly appointed Trustee, or as duly designated Trustee under a Deed of Trust dated 12/04/90, executed by PAUL ROBERT HERNANDEZ AND PEGGY HANSEN HERNANDEZ, HUSBAND AND WIFE AS JOINT TENANTS

as Trustor, to secure obligations in favor of VALLEY BANK OF NEVADA

as Beneficiary recorded on 12/24/90 as instrument no. 241553 in book 1290 page 3052 of Official Records in the Office of the Recorder of DOUGLAS County, Nevada, as more fully described on said Deed of Trust. Including 1 note(s) for the sum of \$19,000.00; 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 the payment has not been made of: THE INSTALLMENT WHICH BECAME DUE 10/10/95 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH ALL LATE CHARGES. PLUS FAILURE TO MAKE PAYMENTS TO SENIOR LIEN HOLDERS AS REPORTED DELINQUENT IN THE AMOUNT OF \$13,393.84 DUE AS OF 3/1/94, WHICH MUST BE BROUGHT CURRENT AS A CONDITION OF REINSTATEMENT.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the 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.

DATE: 01/24/96

EQUITABLE DEED COMPANY, AS TRUSTEE

BY: *Larvetta Sayles*
LARVETTA SAYLES, TRUSTEE SALE OFFICER
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 01/24/96 before me, CHRISTINE M. LEVINE, a Notary Public in and for said county, personally appeared LARVETTA SAYLES, TRUSTEE SALE OFFICER personally known to me (or 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.

WITNESS my hand and official seal
Christine M. Levine
Notary Public in and for said County and State



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COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 FEB -6 A10:26

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LINDA SLATER
RECORDER
\$ 9.00 PAID kg DEPUTY