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

T.S. No. 1006687-02 Loan No. 6734172 202421 MTC

NOTICE IS HEREBY GIVEN: THAT CAL-WESTERN RECONVEYANCE CORPORATION, A California Corporation is duly appointed Trustee under a Deed of Trust dated August 30, 1995

executed by LUTHER C. MCCLELLAND AND BERNADETTE MCCLELLAND, HUSBAND AND WIFE as Trustor,

in favor of COMMERCE SECURITY BANK, ITS SUCCESSORS AND/OR ASSIGNS

assigned of record to COMMERCE SECURITY BANK as Beneficiary,

recorded August 31, 1995, under Instrument No. 369628 in book 895 page 5607, of Official Records in the Office of the County Recorder of DOUGLAS County,
Nevada securing, among other obligations, one note(s) for the original sum of \$ 98,100.00
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 said Deed of Trust is security has occurred in that payment has not been made of

Failure to pay the monthly payment due October 1, 1997 of principal, interest and impounds and subsequent installments due thereafter; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

that by reason thereof, the undersigned, 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.

## NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by such Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payment of the amounts required by that section 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 the recording and mailing to Trustor or Trustor's successor in interest of this notice, the right of reinstatement will terminate and the property may thereafter be sold. To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact the Beneficiary or their successors-in-interest, Whose name and address as of the date of this notice is

COMMERCE SECURITY BANK

C/O Cal-Western Reconveyance Corporation
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004
Attn: MICHELE A ARCHULETA

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CAL-WESTERN RECONVEYANCE CORPORATION Signature/By MICHELE ARCHULETA, TRUSTEE SALE OFFICER STATE OF CALIFORNIA **COUNTY OF SAN DIEGO** On 1/29/98 before me, the undersigned, a Notary Public in and for said state personally appeared MICHELE ARCHULETA, TSO CAROLINE R. HAWKINS COMM. # 1046840 Personally known to me (or proved on the basis of satisfactory evidence) to be the NOTARY PUBLIC-CALIFORNIA person(s) whose name(s) is/are subscribed to the within instrument and SAN DIEGO COUNTY acknowledged to me that he/she/they executed the same in his/her/their authorized My Comm. Exp. Dec. 14, 1998 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. Signature Date January 29, 1998 Ref: MCCLELLAND Order No. T.S. No. 1006687-02 Loan No. 6734172 WHEN RECORDED MAIL TO: Cal-Western Reconveyance Corporation P.O. Box 22004 525 East Main Street REQUESTED BY Rev. 03/11/97

FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUBLAS CO., NEVADA.

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0431880 BK0298PG0286 LINDA SLATER
SORECORDER
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