

RECORDING REQUESTED BY

204860 MTO

AND WHEN RECORDED MAIL TO

U. S. TRUST DEED SERVICES, INC.
949 University Avenue, Suite 101
SACRAMENTO, CA 95825

234853

Attn: Foreclosure Department

Space above this line for recorder's use

Title Order No.

Trustee Sale No. 18377

Reference No. MTN CONCEPTS

**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 \$6,008.00 as of 11/10/98 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:

BURT LERMAN, TRUSTEE, BERT LERMAN M.D. INC., MONEY PURCHASE PENSION PLAN, C/O U. S. TRUST DEED SERVICES, INC., 949 UNIVERSITY AVENUE #101, SACRAMENTO, CA 95825 (916)646-0333

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.

Continued on page 2

- Page 1 -

Continued from page 1

NOTICE IS HEREBY GIVEN THAT: U. S. TRUST DEED SERVICES, INC.

is duly authorized Agent for the Trustee, or duly appointed Trustee, or as duly designated Trustee under a Deed of Trust dated 01/08/97, executed by MOUNTAIN CONCEPTS, INC., a Nevada corporation

as Trustor, to secure obligations in favor of BURT LERMAN M.D. INC. MONEY PURCHASE PENSION PLAN

as Beneficiary recorded on 01/31/97 as instrument no. 0405858 in book 0197 page 4610 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 \$84,000.00; 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 OF INTEREST WHICH BECAME DUE 06/30/98 AND ALL SUBSEQUENT INSTALLMENTS TOGETHER WITH LATE CHARGES AND FORECLOSURE FEES AND EXPENSES. THE UNPAID PRINCIPAL BALANCE OF \$84,000.00 PLUS ACCRUED INTEREST WHICH SHALL BECOME DUE ON 01/31/99, SHOULD SAME BECOME DUE DURING THE COURSE OF THIS FORECLOSURE.

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: 11/10/98

U. S. TRUST DEED SERVICES, INC.
as Trustee

X
BY: Genelle Wallace
Genelle Wallace, Assistant Secretary
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On 11/10/98 before me, L. GAINES, a Notary Public in and for said county, personally appeared GENELLE WALLACE 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.

L. Gaines
Notary Public in and for said County and State



COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 NOV 12 AM 11:27

0453832

BK 1198 PG 2429

LINDA SLATER
RECORDER
\$ 9.00 PAID KZ DEPUTY