

RECORDING REQUESTED BY:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO:

PREMIER TRUST DEED SERVICES, INC.

3 ADA

IRVINE, CA 92618

1999-12540 TMO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 1057959

T.S. No. : 99-12439-NV

TSG No:

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, you 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 (35) days after the recording of said notice of default. 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 \$3,731.01 as of 4/29/99, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. 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 your 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, the obligations under said Note and Deed of Trust shall be accelerated and become wholly due and payable, 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:

OPTION ONE MORTGAGE CORP.
3 ADA, IRVINE, CA 92618

LOSS MITIGATION DEPT. (800) 326-1500 X8333

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

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.

NOTICE IS HEREBY GIVEN: That PREMIER TRUST DEED SERVICES, INC., A CALIFORNIA CORPORATION is the duly appointed trustee under a Deed of Trust dated 7/27/98, executed by KENNETH WHITMIRE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, as beneficiary, Recorded on 7/31/98, Instrument 0445952, Book 0798, Page 7318, of Official Records in the Office of the Recorder of DOUGLAS County, Nevada describing land therein:

"As more fully described on the above referenced Deed of Trust"

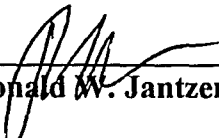
including ONE NOTE FOR THE ORIGINAL sum of \$94,400.00; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

INSTALLMENT DUE 2/1/99 AND ALL SUBSEQUENT PAYMENTS TOGETHER WITH AMOUNTS THAT ARE DUE OR MAY BECOME DUE FOR THE FOLLOWING: LATE CHARGES, DELINQUENT PROPERTY TAXES, INSURANCE PREMIUM, ADVANCES MADE ON SENIOR LIENS, TAXES AND/OR INSURANCE, TRUSTEE'S FEES, AND ANY ATTORNEY FEE AND COURT COSTS ARISING FROM OR ASSOCIATED WITH BENEFICIARIES EFFORT TO PROTECT AND PRESERVE ITS SECURITY MUST BE CURED AS A CONDITION OF REINSTATEMENT.

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.

Dated: April 29, 1999

**PREMIER TRUST DEED SERVICES, INC.,
A CALIFORNIA CORPORATION**

By: 

Ronald W. Jantzen, Vice President

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF ORANGE }

On April 29, 1999, before me, the undersigned Notary Public in and for said county and state, personally appeared, Ronald W. Jantzen, 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.



Notary Public in and for said county and state



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

'99 MAY -3 P3:18

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BK0599PG0239

LINDA SLATER
RECORDER
\$9⁰⁰ PAID *K* DEPUTY