

WHEN RECORDED MAIL TO:

JOHN M. MANGANO
ELIZABETH J. MANGANO
4896 Thebes Way
Oceanside CA 92056

Foreclosure No .- 81581-ICF
R.P.T.T. 74.10
XX Based on full value

APN 1220-04-112-044

TRUSTEE'S DEED

THIS INDENTURE; made and entered into on the 6th , day of October , 1999, by and between WESTERN TITLE COMPANY, INC., a Nevada corporation, as Trustee, party of the first part, and

JOHN M. MANGANO and ELIZABETH J. MANGANO, husband and wife Joint Tenants with right of Survivorship

party of the second part, whose address is

4896 THEBES WAY, OCEANSIDE CA 92056

WITNESSETH

WHEREAS, JUAN D. BARRAZA AND EVELYN BARRAZA husband and wife, as joint tenants

executed a Promissory Note payable to the order of JOHN M. MANGANO and ELIZABETH J. MANGANO, husband and wife as Joint Tenants, with right of survivorship

in the principal sum of \$60,850.00 , and bearing interest, and as security for the payment of said Promissory Note, said JUAN D. BARRAZA AND EVELYN BARRAZA husband and wife, as joint tenants

as Trustor, executed a certain Deed of Trust to MARQUIS ESCROW INC., a Nevada close corporation

as Trustee for JOHN M. MANGANO and ELIZABETH J. MANGANO, husband and wife as Joint Tenants, with right of survivorship

as Beneficiary, which Deed of Trust was dated March 9, 1995 , and was recorded on March 10, 1995 , in Book 395 , Page 1341 , Document No. 357680 , Official records of Douglas , Nevada; and

WHEREAS, WESTERN TITLE COMPANY, INC., a Nevada corporation has been substituted in as Trustee, by Instrument recorded on 6/8/99, in Book 699 at Page 1658, as Document No. 469845.

WHEREAS, a breach of obligation for which such transfer in trust as security was made occurred in that default was made in the failure to pay the balance of the installment of principal and interest due on October 4, 1999 , and in the failure to pay each payment of principal and interest that thereafter became due together with attorney's fees, foreclosure fees and costs; and

WHEREAS, JOHN M. MANGANO and ELIZABETH J. MANGANO, husband and wife as Joint Tenants, with right of survivorship

executed and acknowledged a Notice of Default and Election to Sell the property described in said Deed of trust to satisfy said indebtedness, and said Notice of Default and Election to Sell recorded on June 8, 1999 , in Book 699 , Page 1659 , as Document No. 469846 , Official Records of Douglas , Nevada; and

WHEREAS, on 06/09/99 , a copy of said Notice of Default and Election to Sell was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to

0478488

BK1099PG1795

such notice; and

WHEREAS, by direction of the Beneficiary herein. Said WESTERN TITLE COMPANY, INC., Trustee, gave due and legal notice in each and every manner required by said Deed of Trust and provided by law that it would be on the 4th day of October, 1999, at the hour of 11:00 o'clock am sell at the office of WESTERN TITLE COMPANY, INC., 1626 HIGHWAY 395, MINDEN, NEVADA, at public auction to the highest cash bidder in lawful money of the United States of America, the realty described in said Deed of Trust to satisfy the indebtedness due under said Deed of Trust and the Promissory Note secured by it; that said Notice of Sale was published in the Record-Courier, in its issues dated September 11, 1999, September 18, 1999 & September 25, 1999

and said Notice of Sale was posted in three public places in East Fork Township, namely, at the lobby of the United States Post Office, Minden, Nevada, at the entrance of the Douglas County Courthouse, 1625 8th Street, Minden, Nevada and at the entrance of the Douglas County Administration Building, 1616 8th Street, Minden, Nevada, on September 9, 1999, and

WHEREAS, on the 9th day of September, 1999, a copy of said Notice of Sale was mailed by registered mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, at the time and place so set for said sale said party of the second part did bid the sum of \$ 61,520.74, for said property, and said sum was highest and best bid therefor;

NOW THEREFORE, for and in consideration of said sum of \$61,520.74, the said party of the first part, as Trustee, under and by virtue of the authority vested in it by said Deed of Trust, does hereby grant, bargain, sell and convey, without warranty, unto the party of the second part, and to its successors and assigns forever, all that certain real property situate in the County of Douglas, State of Nevada, that is described as follows:

Lot 129, as shown on the official map of KINGSLANE UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on December 20, 1971, in Book 94, Page 517, as File No. 55958.

TOGETHER WITH the improvements thereon, and all other singular the tenements hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused this conveyance to be executed the day and year first above written.

0478488

BK1099PG1796

