

APN: 05-083-21

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

LAW OFFICE OF STEVEN J. MELMET, INC.

2912 S. Daimler Street

Santa Ana, California 92705-5811

TS No. : 2001-26732-A

Loan No.: 3017031224

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 05-083-21

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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 five business days prior to the date set for the sale of your property. 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 **\$6,262.76** as of **10/30/2001**, 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 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, 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:

INDYMAC BANK, F.S.B. AS SUCCESSOR IN INTEREST TO INDYMAC MORTGAGE HOLDINGS, INC.

C/O THE LAW OFFICE OF STEVEN J. MELMET, INC.

2912 S. Daimler St.

Santa Ana, California 92705

(949) 263-1000

Reinstatement and Pay-off Request Line: (949) 622-3388

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.

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

[Page 1 of 2]

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TS NO.: 2001-26732-A
LOAN NO.: 3017031224

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN: That **LAW OFFICES OF STEVEN J. MELMET, INC.** is duly appointed Trustee and/or Agent for Beneficiary under a Deed of Trust dated **11/9/95**, executed by **NANCY BARNETT-MOORE, AN UNMARRIED WOMAN**, as Trustor, to secure certain obligations in favor of **GOODRICH & PENNINGTON MORTGAGE FUND I, L.P., A CALIFORNIA CORPORATION**, as beneficiary, recorded **11/17/95**, as Instrument No. **375179**, in Book **1195**, Page **3164**, of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada describing land therein as:

As more fully described on said Deed of Trust.

said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$122,500.00**

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:

THE INSTALLMENT OF PRINCIPAL, INTEREST & IMPOUNDS WHICH BECAME DUE ON 8/1/2001 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES, ADVANCES, ASSESSMENTS, AND ATTORNEY FEES, IF ANY. NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

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 same, 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: 10/30/2001

**LAW OFFICES OF STEVEN J. MELMET, INC., AS AGENT FOR
BENEFICIARY**

**BY: FIDELITY NATIONAL TITLE COMPANY
AS AGENT**

By *G. Sheppard*
Authorized Signature

STATE OF CALIFORNIA
COUNTY OF ORANGE

On 10/31/01, before me, the undersigned Notary Public, personally appeared

G. SHEPPARD

personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me all he/she executed the same in his/her authorized capacity(ies), and that by his/her their signature(s) on the capacity(ies), and that by his/her 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: *Marisa Herrera*



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THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[Page 2 of 2]

COPY

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

2001 NOV -1 PM 3: 52

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LINDA SLATER
RECORDER

\$1700 PAID *BL* DEPUTY