### **RECORDING REQUESTED BY:**

WHEN RECORDED MAIL TO: Quality Loan Service Corp. 319 Elm Street, 2nd Floor San Diego, CA 92101-3006

102-65812-TGD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: F-28050-NV-NF

Loan No.: 001000241820052881

## 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 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 \$4,609.43 as of 6/7/2002, 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:

C/O Quality Loan Service Corp. 319 Elm Street, 2nd Floor San Diego, CA 92101-3006 Phone: (619) 645-7711

> 0544278 BK0602PG02834

TS No.; F-28050-NV-NF

Loan No.: 001000241820052881

### NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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.

NOTICE IS HEREBY GIVEN: That QUALITY LOAN SERVICE CORP. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 5/16/2000, executed by STEVEN JAMES AND VISIALLIA ANN JAMES, as Trustor, to secure certain obligations in favor of BANK ONE, as beneficiary, recorded 5/22/2000, as Instrument No. 0492408, in Book 0500, Page 4623, of Official Records in the Office of the Recorder of DOUGLAS County, California describing land therein as: THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

LOT 335 AS SAID LOT IS SHOWN ON THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 1 OF MAPS FILED AS NO. 28309, AND TITLE SHEET AMENDED ON JUNE 4, 1965, AS FILING NO. 28377.

including ONE (1) NOTE(S) FOR THE ORIGINAL sum of \$78,000.00, 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 such Deed of Trust is security has occurred in that payment has not been made of:

FAILURE TO MAKE THE 1/20/2002 PAYMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT PAYMENTS, TOGETHER WITH LATE CHARGES, IMPOUNDS, TAXES ADVANCES AND ASSESSMENTS.

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: June 07, 2002

Quality Loan Service Corp., as agent for Beneficiary

By: First American, As Agent

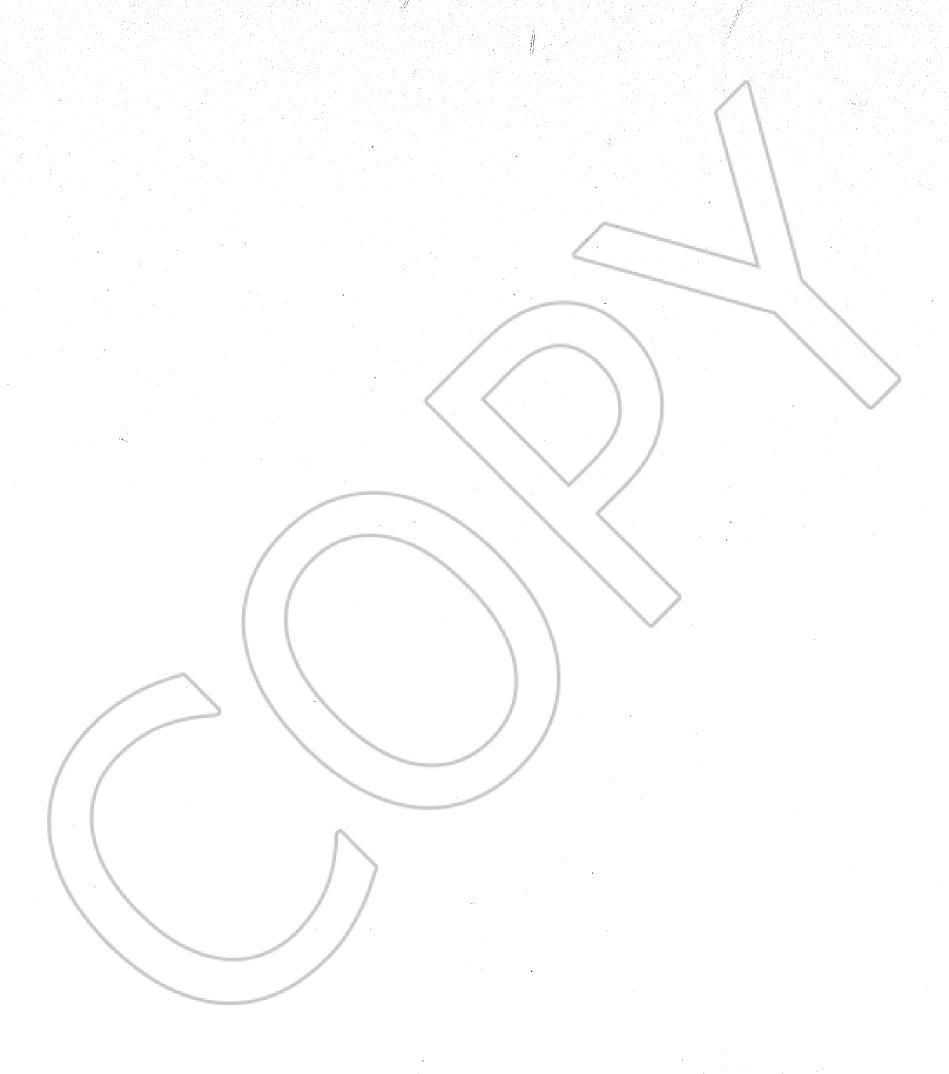
v. | |

VANGIE ORTEGA

This debt will be presumed to be valid unless you notify this firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof. If you dispute the validity of this debt or any portion thereof, and if you notify this firm of your dispute in writing within the thirty-day period, we will provide you with verification of the debt and mail such to you at the address to which this notice was sent. Upon your written request within the thirty-day period, we will provide you the name and address of the original creditor according to our records if different than the present creditor.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE

NOTE.. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.



0544278 BK0602PG02836

### State of California Name and Title of Officer (e.g., "Jane Doe, Notary Public") personally appeared personally known to me 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 KARINA ROBERSON his/her/their same √in. authorized Commission # 1264373 capacity(ies), and \ that by his/her/their Notary Public - California signature(s) on the instrument the person(s), or Orange County My Comm. Expires May 19, 2004 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signature of Place Notary Seal Above OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Doçument** Title or Type of Document: Notice of Default (F-28050-NV-N Number of Pages: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: \_\_\_\_ Individual Corporate Officer — Title(s):

Signer Is Representing: \_\_\_

Guardian or Conservator

Attorney in Fact

Trustee

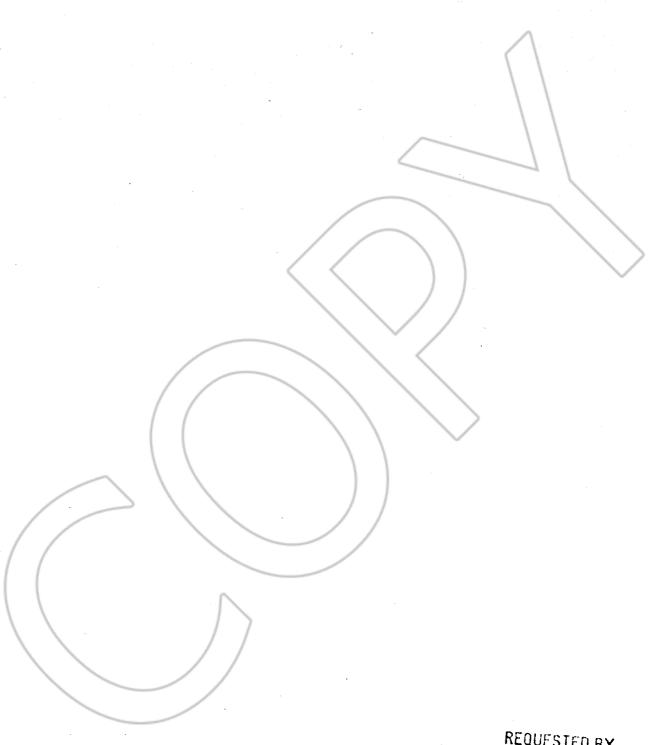
Other:

□ Partner — □ Limited □ General

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org

Prod. No. 5907

Reorder: Call Toll-Free 1-800-876-6827



REQUESTED BY FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

2002 JUN 10 PM 3: 51

LINDA SLATER
RECORDER

S PAID DEPUTY

**0544278 BK0**602PG02838