

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 AUG 13 PM 3:51

WERNER CHRISTEN
RECORDER

\$15⁰⁰ PAID *Bh* DEPUTY

WHEN RECORDED MAIL TO:
The Cooper Christensen Law Firm, LLP
820 South Valley View Blvd.
Las Vegas, Nevada 89107
(702) 435-4300 Telephone
(702) 435-4181 Facsimile

T.S. No.: 03-04-1468
Loan No.: 6049515
A.P.N.: 1318-10-415-028
Title report no.: 1724653

**NOTICE OF RESCISSION OF DECLARATION OF DEFAULT AND
DEMAND FOR SALE AND OF NOTICE OF BREACH AND ELECTION
TO CAUSE SALE**

NOTICE IS HEREBY GIVEN THAT: The Cooper Christensen Law Firm, LLP is the duly appointed Trustee under a Deed of Trust dated **March 11, 1999**, executed by **Donald R. Holloway**, as trustor to secure certain obligations in favor of **Capitol Commerce Mortgage Co.**, recorded Instrument No. **0463586**, on **March 18, 1999**, in Book **0399**, Page **4271** 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.

Said obligations including one note for the sum of **\$155,200.00**.

Whereas, the present beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas, Notice was heretofore given of breach of obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described; and Whereas, a Notice of Default was recorded on the day and in the book and page set forth below:

Notice was recorded on April 30, 2003 in the office of the Recorder of Douglas County, Nevada, Instrument No. 0575128, in Book , Page , of Official Records.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the present Beneficiary and/or the Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default--past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice.

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This rescission shall nowise jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.

Dated: **August 11, 2003**

THE COOPER CHRISTENSEN LAW FIRM, LLP

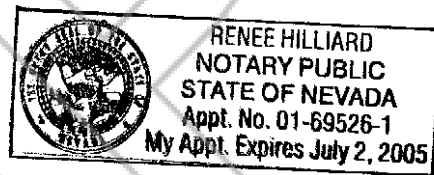
By: *Melissa Frese*
Melissa Frese

State of **NEVADA** } ss.
County of **Clark** }

On August 11, 2003, before me, **Renee Hilliard**, Notary Public, personally appeared Melisse Frese 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.

Signature *Renee Hilliard* (Seal)



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