

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 MAR 17 AM 10: 52

WERNER CHRISTEN  
RECORDER

\$ <sup>15.00</sup> PAID *AS* DEPUTY

37-183-36-72

A Portion of APN: 1319-30-644-093

#### NOTICE OF DEFAULT AND ELECTION TO SELL

WHEREAS, KEN LANTER, a single man and BOBBIE MADONNA, an unmarried woman together as joint tenants with right of survivorship executed that certain deed of trust ('Deed of Trust') dated to Stewart Title of Douglas County, A Nevada Corporation, Trustee, for the benefit of Harich Tahoe Developments, a Nevada general partnership, ('Beneficiary'), said Trustee having the address of Stewart Title of Douglas County, Timeshare Division, Attn: Shep Curtis 1702 Country Road, Suite B, Minden, NV 89423, said Trustee having the telephone number of 775-782-3025, which Deed of Trust is recorded in the Official Records of Douglas County in Book 698 at Page 4617 as Document Number 442425; ; and

WHEREAS, the Deed of Trust secures, among other obligations, a promissory note ('Note') in the original amount of \$10,775.00 payable to the order of Beneficiary; and

WHEREAS, Beneficiary has declared a breach and default under the Note and Deed of Trust and has elected to have the property encumbered by the Deed of Trust sold in accordance with the power of sale set forth therein.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that:

1. The aforementioned Note and Deed of Trust are in default due to failure by the respective obligator(s) to make payments as and when due and payable; in particular, monthly principal and interest payments are due and payable commencing with that payment in the amount of \$173.19 which was due and payable on August 22, 2002 and all subsequent monthly principal and interest payments, together with late charges, service charges, advances made, penalties, and other fees and charges due and payable under the Note and Deed of Trust, if any, and all subsequent defaults that may occur or have occurred. There is now owing and unpaid on said Note the sum of \$9,769.27 principal and interest.

2. Beneficiary has elected to have the property encumbered by said Deed of Trust, more particularly described in Exhibit A attached thereto and incorporated herein by this reference, sold in the manner particularly described in the Deed of Trust and pursuant to the laws of the State of Nevada to satisfy or partially satisfy the obligations of Trustor to Beneficiary thereunder and under the Note which it secures; and

3. Trustor or a party in interest, as said term is defined under the laws of Nevada, may cure the aforementioned default under the Note and Deed of Trust by payment to the Trustee in cash or certified funds all delinquent payments of principal and interest due and payable through the date of said cure together with all costs, fees and expenses incident to the preparation and recordation of this Notice and to any such cure, and all amounts that may have been advanced or expenses incurred in the enforcement of Trustor's obligations or the rights of Beneficiary under the Deed of Trust and the Note, on or before thirty-five (35) days following the day upon which this Notice of Default and Election to Sell is recorded in the Official Records of Douglas County, Nevada, and a copy mailed, either registered or certified to any person or entity with a recorded ownership interest in the property on the date of said

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