

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 JUN 14 PM 12:44

WERNER CHRISTEN  
RECORDER

\$16<sup>00</sup> PAID *KJ* DEPUTY

*A.P.N. 1319-30-712-001*  
When recorded mail to:

Law Offices of Steven J. Melmet,  
Inc.  
2912 South Daimler Street  
Santa Ana, CA 92705-5811

Space above this line for Recorder's use

TS No.: 200401827 - 20368

Loan No.: 355204

**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.**

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 (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is **\$1,949.81** as of **06/11/2004**, 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 arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Sunterra Mortgage Holdings, LLC, a Delaware limited liability company**  
**c/o Law Offices of Steven J. Melmet, Inc.**  
**2912 South Daimler Street, Santa Ana, CA 92705**  
**949.263.1000: Telephone**  
**949.622.3388: Reinstatement and Pay-Off Request Line**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

0616054

BK0604PG06834

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 **The Law Offices of Steven J. Melmet, Inc.** is duly appointed Trustee and/or Agent for Beneficiary under a Deed of Trust dated **10/30/1998**, executed by **Terence K. Faunce and Kathi J. Marleau-Faunce, husband and wife as joint tenants with right of survivorship**, as Trustor(s), to secure certain obligations in favor of **Ridge Pointe Limited Partnership, a Nevada limited partnership**, as beneficiary, recorded **11/16/1998**, as Instrument No. **0454056**, in book **1198**, at page **3143**, Official Records in the Office of the Recorder of **Douglas County, Nevada**, describing land therein **as more fully described in said Deed of Trust**,  
Said obligations including **ONE NOTE FOR THE ORIGINAL sum of \$9,657.00**.

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 monthly installment of principal and interest which became due on 12/16/2003 and all subsequent installments, together with late charges as set forth in said Note and Deed of Trust, 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: 06/11/2004

**Law Offices Of Steven J. Melmet, Inc.,  
As Agent For Beneficiary  
By: First American Title Insurance Company, as Agent**

By: *Vangie Ortega*  
Authorized Signatory

**VANGIE ORTEGA**

State of Nevada ) ss.  
County of Clark )

This instrument was acknowledged before me, a notary public, by \_\_\_\_\_ on 06/11/2004

*see attached →*

\_\_\_\_\_  
Notary Public

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

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

0616054

BK0604PG06835

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange } ss.

On 10-11-04 before me, Kristin Weems  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Vangie Ortega  
Name(s) of Signer(s)

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 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]  
Signature of Notary Public

**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 Document**

Title or Type of Document: Notice of Default - 200401827-20368

Document Date: 10-11-04 Number of Pages: 3

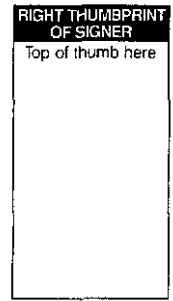
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



0616054  
BK0604PG06836