

Requested and Prepared by:  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

When Recorded Mail To:  
**LOANSTAR MORTGAGEE SERVICES, L.L.C.**  
**P.O. BOX 9013**  
**ADDISON, TEXAS 75001-9013**

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

2005 JAN -4 PM 1:04

WERNER CHRISTEN  
RECORDER

\$ 160<sup>00</sup> PAID DEPUTY

2529683

APN No.: 1319-30-520-008  
TS No.: 20049070801606  
Loan No.: 0182409474  
VA/FHA/PMI No.:

Space above this line for Recorder's use only

NEVADA

## 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 into 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 thirty-five days after the recording of the said Notice of Default. 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).

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.

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NEVADA**

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:

**WELLS FARGO BANK, N.A.**  
c/o **LOANSTAR MORTGAGEE SERVICES, L.L.C.**  
**P.O. BOX 9013**  
**ADDISON, TEXAS 75001-9013**  
**972-419-1167**

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 **LOANSTAR MORTGAGEE SERVICES, L.L.C.** As Agent for the current beneficiary under a Deed of Trust dated **08/30/2002**, executed by:

**FRANK J. FONTANA, AN UNMARRIED MAN**

as Trustor, to secure certain obligations in favor of **M & T MORTGAGE CORPORATION** as beneficiary, recorded as beneficiary, recorded **09/06/2002**, (as Instrument No.) **0551559**, (in Book) **0902**, (Page) **1529**, of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$91,650.00**.

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 AND INTEREST WHICH BECAME DUE ON 09/01/2004 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE 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.**

**THIS PROPERTY IS SOLD AS-IS, THE LENDER IS UNABLE TO VALIDATE THE CONDITION, DEFECTS OR DISCLOSURE ISSUES OF SAID PROPERTY AND BUYER WAIVES THE DISCLOSURE REQUIREMENT UNDER NRS 113.130 BY PURCHASING AT THIS SALE AND SIGNING SAID RECEIPT.**

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That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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: December 31, 2004

**LOANSTAR MORTGAGEE SERVICES, L.L.C.  
AS AGENT FOR THE CURRENT BENEFICIARY**

By: **FIRST AMERICAN TITLE INSURANCE COMPANY**  
as Attorney-in-Fact

By: Wendy Randall  
(signature)

Name: **WENDY RANDALL**

Title: \_\_\_\_\_

**LOANSTAR MORTGAGEE SERVICES, L.L.C. IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

State of California } SS.  
County of Orange }

On 12-31-04 before me, the undersigned Notary Public, personally appeared  
**WENDY RANDALL**

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: [Signature] (Seal)  
Notary Public In and for said County and State



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