RECORDING REQUESTED BY

FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO

GOLDEN WEST FORECLOSURE SERVICE. INC. 702 Marshall Street, Suite 619 Redwood City, CA 94063-1827

DOC # 0641244 04/08/2005 01:31 PM Deputy: BH 0641244 OFFICIAL RECORD Requested By: FIRST AMERICAN TITLE

> Douglas County - NV Werner Christen - Recorder

Fee: 16.00 3 Of PG- 3075 RPTT: BK-0405



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Title Order No.

Trustee Sale No. 5145 Loan No. 221442288

APN 1220-22-110-007

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, 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 thirty-five days from the date this Notice of Default may be recorded. 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 \$11,798.51 as of 04/06/2005 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 to 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 end of 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 this 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 property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: ROY F. NEARY, JR., EASTERN SAVINGS BANK, FSB, 11350 MCCORMICK ROAD, EXECUTIVE PLAZA TWO, SUITE #200, HUNT VALLEY, MD 21031 PHONE: 1 (800) 787-8187

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: EASTERN SAVINGS BANK, fsb is the duly appointed Trustee under a Deed of Trust dated <u>04/18/2003</u>, executed by JEANNE TILLOUS AND GRATIEN TILLOUS as Trustor, to secure certain obligations in favor of EASTERN SAVINGS BANK, fsb under a Deed of Trust <u>Recorded on 04/28/2003</u>, <u>Document No. 0574811</u>, <u>Book 0403</u>, <u>Page 13349</u> of Official Records in the Office of the Recorder of <u>Douglas</u> County, State of Nevada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO MAKE THE 12/23/2004 INSTALLMENT OF PRINCIPAL AND/OR INTEREST AND ALL SUBSEQUENT CHARGES, INSTALLMENTS. TOGETHER WITH LATE FORECLOSURE/ATTORNEY'S FEES, AND ALL OTHER SUMS DUE AND PAYABLE UNDER ALL OF THE TERMS AND CONDITIONS OF THE NOTE AND DEED OF TRUST. SHOULD ANY SENIOR LIENS, INCLUDING REAL ESTATE TAXES AND/OR INSURANCE BE OR BECOME DELINQUENT IT SHALL BE A REQUIREMENT OF THE BENEFICIARY THAT THESE BE BROUGHT CURRENT WITH SUPPORTED PROOF BEFORE ANY REINSTATEMENT. ALSO ANY AND ALL ADVANCES BY THE BENEFICIARY TO PROTECT THEIR SECURITY MUST BE REIMBURSED AT REINSTATEMENT.

Title Order No. Trustee Sale No. 5145 Loan No. 221442288 APN 1220-22-110-007

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said 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 has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Date: 4/6/05

GOLDEN WEST FORECLOSURE SERVICE, INC., AS AGENT FOR THE TRUSTEE

ooper, President

State of CALIFORNIA

County of SAN MATEO

On 4/6/05 before me, MICHAEL D. ORTH, a Notary Public in and for said county, personally appeared Sue A. Cooper, President, 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.

Notary Public in and for said County and State

MICHAEL D. ORTH Comm. # 1347347 'ARY PUBLIC - CALIFORNIA San Mateo County Comm. Expires March 19, 2006