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OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY:

First American Title Co.

WHEN RECORDED MAIL TO: Premier Trust Deed Services, Inc. 6501 Irvine Center Drive, Mail Stop DA-AM Irvine, CA 92618 Douglas County - NV Werner Christen - Recorder

Page: 1 Of 3 Fee: BK-0106 PG-9844 RPTT:

16.00 0.00



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TS No.: 06-25084-NV 2882 615-VD Loan No.:0014497655

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 \$7548.08 as of 01/27/2006, 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 the 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:

Option One Mortgage Corporation 3 Ada Irvine, CA 92618 (949) 790-8333 Telephone (949) 790-8394 Fax TS No.: 06-25084-NV Loan No.: 0014497655

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 Premier Trust Deed Services Inc. is duly appointed Trustee and/or Agent for Beneficiary under a Deed of Trust dated 10/18/2004, executed by RICHARD T. BARRY AND CIERA D. BARRY, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, as trustor(s), to secure certain obligations in favor of OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION as beneficiary, and PREMIER TRUST DEED SERVICES, INC. as Trustee, recorded 10/26/2004, as Instrument No. 0627713, in book 1004, at page 10938, of Official Records in the Office of the Recorder of Douglas County, describing land therein as more fully described in said Deed of Trust, Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$235,000.00.

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 plus impounds which became due on 10/1/2005 and all subsequent installments, together with late charges as set forth in said Note and Deed of Trust. Plus NSF fees in the amount of \$45.00. Plus miscellaneous charges in the amount of \$2.00. Plus accrued late charges in the amount of \$179.18.

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: January 27, 2006

Premier Trust Deed Services Inc.

By: First American - California TSG (So. Cal)

By:

Authorized Signatory

THIS OFFICE IS ATTEMPTION 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 FULFIL THE TERMS OF YOUR CREDIT OBLIGATIONS.

PG-9845

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of sisbn Weens notary before me, personally appeared 🔀 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 My Comm. Expires Jul 21, 200 the same in his/her/their authorized Orange County capacity(ies), and that by his/her/their Notary Public - California signature(s) on the instrument the person(s), or Commission # 13657 the entity upon behalf of which the person(s) acted, executed the instrument. KKIRIBA MEEWR WITNESS my hand and official seal. 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: Nobice of Default - 010-25084-NV Number of Pages: 3 Document Date: 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 Guardian or Conservator Other: Signer Is Representing: