

A. P. No. 1220-11-001-042  
Foreclosure No. 20052

When recorded mail to:  
Phil Frink & Associates, Inc.  
1895 Plumas Street, Suite 5  
Reno, Nevada 89509

01001270



**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

*Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.*

NOTICE OF DEFAULT  
AND ELECTION TO SELL

TO WHOM IT MAY CONCERN:

WHEREAS, on September 6, 2005, OLD SAW MILL INDUSTRIAL PARK, LLC, a Nevada limited liability company, executed as Trustor a Deed of Trust wherein STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, is Trustee for WASS INVESTMENTS, a Nevada limited partnership, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on September 6, 2005, which said Deed of Trust was recorded September 9, 2005, as Document No. 654647, Official Records, Douglas County Nevada; and

WHEREAS, the beneficial interest in said Deed of Trust was assigned to JEFFREY S. WASS and TERRY L. MARTINEZ, as evidenced by that certain Assignment of Deed of Trust recorded February 2, 2007, as Document No. 694292, Official Records, Douglas County, Nevada; and

WHEREAS, an additional advance was made by Beneficiary and the terms and conditions of the Note were amended and/or modified as evidenced by that certain Modification Agreement



dated January 19, 2007, and recorded February 2, 2007, as Document No. 694293, Official Records, Douglas County, Nevada; and

WHEREAS, an additional advance was made by Beneficiary and the terms of the Note were amended and/or modified as evidenced by that certain Note Secured by Deed of Trust and Modification Agreement dated August 15, 2007, and recorded August 31, 2007, as Document No. 708607, Official Records, Douglas County, Nevada; and

WHEREAS, an additional advance was made by Beneficiary and the terms of the Note were amended and/or modified as evidenced by that certain Note Secured by Deed of Trust and Modification Agreement dated November 14, 2007, and recorded March 28, 2008, as Document No. 720474, Official Records, Douglas County, Nevada; and

WHEREAS, an additional advance was made by Beneficiary and the terms of the Note were amended and/or modified as evidenced by that certain Note secured by Deed of Trust and Modification Agreement dated March 25, 2008, and recorded March 28, 2008, as Document No. 720475, Official Records, Douglas County, Nevada; and

WHEREAS, the terms of said Promissory Note were amended and/or modified pursuant to that certain Modification Agreement dated June 5, 2008 and recorded June 6, 2008, as Document No. 724677, Official Records, Douglas County, Nevada; and

WHEREAS, Trustor and Beneficiary entered into that certain Agreement and Restatement of Debt and those certain five (5) Promissory Notes secured by Deed of Trust dated May 1, 2009, as evidenced by that certain Memorandum of Agreement recorded June 5, 2009, as Document No. 744629, Official Records, Douglas County, Nevada; and

WHEREAS, PHIL FRINK & ASSOCIATES, a Nevada corporation, was substituted as Trustee under said Deed of Trust in the place and stead of STEWART TITLE OF DOUGLAS COUNTY by document recorded concurrently herewith; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the balance of principal and interest due on January 1, 2010, and in the

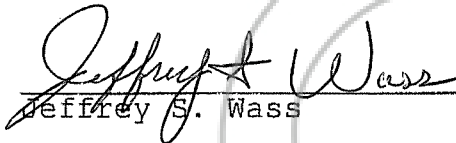


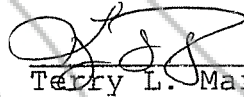
failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Phil Frink & Associates, 1895 Plumas Street, Suite 5, Reno, Nevada, Telephone No. (775)324-2567, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

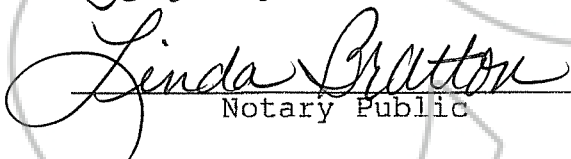
DATED: 2/5, 2010.

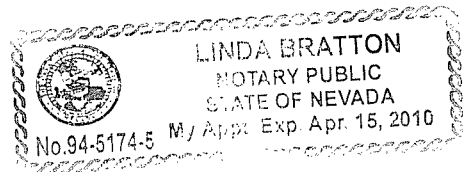
  
Jeffrey S. Wass

  
Terry L. Martinez

STATE OF Nevada )  
COUNTY OF Douglas ) SS.

This instrument was acknowledged before me on Feb 5, 2010, by JEFFREY S. WASS.

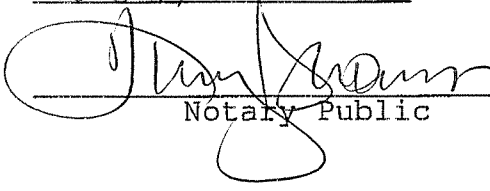
  
Linda Bratton  
Notary Public





STATE OF *Montana* )  
 ) SS.  
COUNTY OF *Phillips* )

This instrument was acknowledged before me on  
*Feb 1,* \_\_\_\_\_, 2010, by TERRY L. MARTINEZ.

  
\_\_\_\_\_  
Notary Public *Terry Skones*

NOTARY PUBLIC for the State of *Montana*  
Residing at *Phillips, Montana*  
My Commission Expires *11-12-2011*

