

AND WHEN RECORDED MAIL TO

NAME Title Insurance and Trust Company
 STREET ADDRESS P.O. Box 3059
 CITY & STATE Reno, Nevada 89505

Walt Miller
 TRUSTEE SALE OFFICER TRUSTEE'S SALE NUMBER

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 IN GOOD STANDING BY PAYING ALL OF YOUR PAST DUE PAYMENTS PLUS PERMITTED COSTS AND EXPENSES. THIS AMOUNT IS \$158,947.56 AS OF 12 February 1981, AND WILL INCREASE UNTIL YOUR ACCOUNT BECOMES CURRENT. THE AMOUNT OF THE PAST DUE PAYMENTS WAS \$158,947.56 AS OF 12 February 1981. THE AMOUNT OF THE PAST DUE PAYMENTS WAS \$158,947.56 AS OF 12 February 1981. THE AMOUNT OF THE PAST DUE PAYMENTS WAS \$158,947.56 AS OF 12 February 1981.

UNLESS YOU PAY THE PAST DUE PAYMENTS PLUS PERMITTED COSTS AND EXPENSES, THE PROPERTY WILL BE SOLD WITHOUT ANY COURT ACTION. THE AMOUNT OF THE PAST DUE PAYMENTS WAS \$158,947.56 AS OF 12 February 1981. THE AMOUNT OF THE PAST DUE PAYMENTS WAS \$158,947.56 AS OF 12 February 1981. THE AMOUNT OF THE PAST DUE PAYMENTS WAS \$158,947.56 AS OF 12 February 1981.

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:

DELTA SECURED LOANS, LIMITED
 (Name of beneficiary or mortgagee) PARTNERSHIP
 3708 MT. DIABLO BLVD. NO. 210
 (Street Address)
 LAFAYETTE, CALIFORNIA 94549
 (Telephone)

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: THAT TITLE INSURANCE and TRUST COMPANY, a corporation, is duly appointed Trustee under a Deed of Trust dated 14 August 1979 executed by KENNETH L. COX and GERALDINE COX

as Trustor, to secure certain obligations

in favor of DELTA SECURED LOANS LIMITED PARTNERSHIP

recorded Aug. 23, 1979, as instrument no. 69058 in book 72, page 179, of Official Records in the Office of the Recorder of EUREKA COUNTY, NEVADA, describing land therein as: Set forth on the reverse side hereof; and securing obligations evidenced by an acknowledgement of Additional advance under Deed of Trust, recorded November 18, 1980 as instrument No. 77830 in Book 89, page 332 Official Records of Eureka County, Nevada, said obligations including a note for the sum of \$ 100,000.00 and an acknowledgement of Additional Advance in the Sum of \$48,000.00 that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; 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: \$148,000.00 principal plus accrued interest which was due and payable on or before November 30, 1980.

that by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, 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.

DELTA SECURED LOANS LIMITED PARTNERSHIP

X 
 Herbert H. Frybarger, General Partner

THIS NOTICE MUST BE RECORDED
 BY TITLE INSURANCE
 AND TRUST COMPANY ONLY

BOOK 91 PAGE 402

LEGAL DESCRIPTION

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B & M.

Section 11: West one-half (w1/2); Section 14: ALL:
Section 23: North one-half (n1/2).

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of laws to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce this Deed.
- (4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary within sixty days after its receipt by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto," five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior in any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of the operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any part of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustor accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On January 21, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared

Herbert H. Frybarger

known to me to be the general partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature: *Kuniko Agriesti*



(This area for official notarial seal)

OFFICIAL RECORDS
FERNANDEZ COUNTY, CALIFORNIA
FILE NO. 91-403
FEE \$ 4.00

RECORDED AT REQUEST OF
LIFE INFORMATION SYSTEMS CO.
BOOK 91 PAGE 403
FEB 22 1981 3:33

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