

92536 NOTICE OF BREACH OF TRUST AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

That FRONTIER TITLE COMPANY is Trustee under a Deed of Trust dated September 10, 1982, executed by KEVIN R. KELLY, CAROL D. KELLY, LEONARD GERSTEIN, OFFRA GERSTEIN, JOAQUIN C. BALISTRERI and KATHERYN A. BALISTRERI as Trustor, to secure certain obligations in favor of JAMES E. ARNOLD and JOY F. ARNOLD as Beneficiary, recorded October 1, 1982 in Book 105, Page 515 of Official Records, in the office of the Recorder of Eureka County, Nevada, as Document No. 85494.

That a breach of the obligations for which such Trust Deed is security has occurred in that (See Exhibit A attached hereto and made a part hereof).

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

Dated: Jan 17 1984



James E. Arnold
JOY F. ARNOLD

STATE OF NEVADA
County of Sacramento

On this 17 day of January, 1984, personally appeared before me, a notary public, James E. & Joy F. Arnold

who acknowledged that They executed the above instrument.

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Carol B. Caine
Notary Public

JAN. 23 1984

FC 13417-EU-2

EXHIBIT A

That a breach of the obligations for which such Trust Deed is secured has occurred in that:

1. The first annual interest payment under the \$516,133.71 NOTE secured by such Trust Deed, in the sum of \$11,581.19, due on or before December 31, 1982, has not been paid;

2. The second annual interest payment under such NOTE in the sum of \$46,452.03, and the first annual principal payment thereunder, in the sum of \$30,000.00, due on or before December 31, 1983, have not been paid;

3. The property taxes, and all accruing interest, costs and penalties for the 1982/1983 tax year, and all subsequent years, have not been paid. The property has been transferred by Tax Certificate pursuant to NRS 361.565 to the Eureka County Treasurer to be held by her subject to redemption. The total sum currently required to redeem the property is \$ 3,105.53 ;

4. The Trustors have failed to properly care for and maintain the real and personal property in its condition on October 1, 1982, have failed to farm it according to the dictates of good husbandry, and have committed or permitted a waste of the same;

5. The balance in the sum of \$17,310.30 due to Sperry New Holland on or before January 1, 1984 under a Note secured by a prior security agreement on the collateral and assumed by Trustors in that certain Closing Agreement and Escrow Instructions dated September 10, 1982, has not been paid. This is an omission on the part of Trustors (Debtor thereunder) which threatens to impair the value of the collateral. The Security Agreement between the parties dated September 10, 1982 makes any default under it a default under such Trust Deed;

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6. The sale not in the ordinary course of business of five pieces of equipment described in such Security Agreement as collateral without the prior written consent of Beneficiaries (Secured Party thereunder) and while Trustors (Debtor thereunder) were in default under the Security Agreement for failure to make the payment described in Paragraph 1 above. The Security Agreement between the parties makes any default under it a default under such Trust Deed.

By specifying the above breaches, Beneficiaries do not waive any other breaches that now or hereafter exist.

RECORDED AT REQUEST OF  
Wilson & Barrows, Ltd.  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 92536  
FEE 7.00

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