

98945

NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

TO: FREAMAN CHURCHFIELD and JANE CHURCHFIELD; DONALD J. SMALES and
SHELLY R. SMALES.

NOTICE IS HEREBY GIVEN that there has been a default and breach of that Deed of Trust executed by FREAMAN CHURCHFIELD and JANE CHURCHFIELD, husband and wife, DONALD J. SMALES and SHELLY R. SMALES, husband and wife, as Grantors, to FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and CLARA TACIKIEWICZ, a single woman, and OLGA TACIKIEWICZ, a single woman, Beneficiaries, which Deed of Trust is dated September 23, 1981, and recorded in Book 98 of Official Records, Page 415, Eureka County Recorder's Office, Eureka, Nevada, File No. 82203; and a breach of the Promissory Note and other obligations secured by said Deed of Trust.

The Promissory Note and other obligations for which said Deed of Trust is security have been breached in that neither the Grantors, nor anyone on their behalf, have paid, when due, the monthly installment payments required by the Promissory Note dated September 23, 1981, and which is secured by the above Deed of Trust; and specifically, have failed to make the monthly payments of \$150.00 each for the months of November and December 1984, and January, February, March and April 1985, as required by the terms of said Promissory Note, and at the present time are in default in the total sum of \$900.00, including the payment due on April 29, 1985, together with the costs and attorney fees incurred by the Beneficiary because of said defaults.

By specifying the above default in payment of said Promissory Note, the Beneficiary is in no way waiving any other defaults, known

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ROSS P. EARDLEY
ATTORNEY AT LAW
409 IDAHO STREET - P.O. BOX 391
ELKO, NEVADA 89801
(702) 738-4046

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or unknown, which may now exist or occur in the future in the payment or performance of said Deed of Trust or the obligations secured thereby.

Notice is further given that CLARA TACIKIEWICZ is the owner and holder of the obligations secured by said Deed of Trust and that subject to the Grantors making good the defaults and deficiency above set forth, together with the costs and attorney fees in connection herewith, within thirty-five (35) days in accordance with NRS Section 107.080(3), said Beneficiary intends to declare and does hereby declare the entire unpaid balance secured by said Deed of Trust, both principal and interest, now due and payable, all in accordance with the terms and conditions thereof, together with all other sums secured by said Deed of Trust, including, but not limited to, costs, attorney fees and expenses of maintaining and preserving the property and assets described in said Deed of Trust, and the cost of preparing and recording this Notice, and also including the payment of any delinquent taxes or insurance premiums which the Beneficiary finds necessary or expedient to pay.

Notice is further given that the said Beneficiary has and does elect to sell the property described in said Deed of Trust under the power of sale contained therein and the laws of the State of Nevada to satisfy all of the obligations secured thereby. The property above referred to is situate in the County of Eureka, State of Nevada, and is more particularly described in said Deed of Trust, reference to which is hereby made.

This Notice is given pursuant to the terms of said Deed of Trust and also pursuant to Chapter 107 of the Nevada Revised Statutes and other laws of the State of Nevada pertaining to the sale of property under Deeds of Trust.

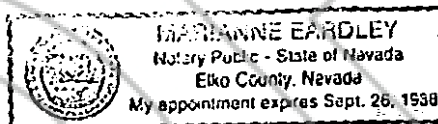
DATED: May 14th, 1985.

Ross P. Eardley
ROSS P. EARDLEY
Attorney for Beneficiary

STATE OF NEVADA)
: SS.
COUNTY OF ELKO)

On this 14th day of May, 1985, personally appeared before me
ROSS P. EARDLEY, who acknowledged that he executed the above instru-
ment.

Marianne Eardley
NOTARY PUBLIC



RECORDED AT REQUEST OF
Ross P. Eardley
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 98945
FEE \$ 7.00