121821

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. Norse Minerals, Inc., a Texas corporation, as Trustor, executed and delivered that certain Deed of Trust dated August 27, 1986 to Frontier Title Company, Inc., a Nevada corporation, as Trustee, to secure a NOTE, and other obligations, in favor of WINDFALL VENTURE, a general partnership, as Beneficiary, which was recorded on September 8, 1986, in Book 148, Official Records, Page 353, as File #104682, in the office of the Eureka County Recorder, Eureka, Nevada;

2. A breach of the obligations for which the DEED OF TRUST is security has occurred in that the following sums due under the NOTE have not been paid:

- A. The quarterly payment upon principal in the sum of \$51,250.00, together with the accrued interest in the sum of \$11,531.25, due on September 5, 1988, and totaling \$62,781.25;
- B. 15% per annum upon the unpaid installment from September 5, 1988 at \$25.80 per diem; and
- C. All other sums which shall hereafter become due under the terms of said Note and Deed of Trust for: including, without limitation, subsequent Note installments, property taxes, insurance premiums, senior mortgage payments and advancements made by Beneficiary to third parties to protect the security of said Note.
- 3. By specifying the above breaches, the undersigned does not waive any other breaches that now or hereafter exist;
- 4. By reason of the above breach and default, it is hereby declared that the entire unpaid amount of the NOTE, and all other sums secured by the DEED OF TRUST, are immediately due and payable, and notice is hereby given of the election of the

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ATTORNEYS AT LAW
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BOOK 1 85 PAGEO 78

undersigned to cause the TRUSTEE to sell the property described in the DEED OF TRUST to satisfy the obligations secured thereby; and

5. NRSA Section 107.080 permits certain defaults to be cured, and reinstatement to occur, upon the payment of the amounts required by that Section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold.

DATED: October 5, 1988

WINDFALL VENTURE

By W.L. Willow
W.L. WILSON, managing partner

RICHARD G./BARROWS, ESQ His Attorney la Eact

STATE OF NEVADA,

COUNTY OF ELKO.

SS.

On October 5, 1988, personally appeared before me, a Notary Public, RICHARD G. BARROWS, who acknowledged that he executed the above instrument as Attorney In Fact for W.L. WILSON.

Judith & For a me l NOTARY PUBLIC

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JUDITH A STRAMEL lotary Public-State of Nevada Ellio County, Nevada App. Expires 1-26-92

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