

RECORDING REQUESTED BY

174396

AND WHEN RECORDED MAIL TO

R.E.F.S. INC.
17780 FITCH STREET, SUITE 240
IRVINE, CA 92614

LOAN: 68180206162099

INVESTOR LOAN #:

FILE: 4001ENV MJR

**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 within the time permitted by law for reinstatement of your account. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

2000-27338

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

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:

BOOK 334 PAGE 081

**BANK OF AMERICA, N.A. FKA BANK OF
AMERICA NT&SA/NAT'L CONSUMER ASSETS SER.
DIV. 1322/ATTN: ANITA LEE, FORECLOSURE
SPECIALIST/ 275 S. VALENCIA AVE
BREA, CA 92823**

Phone: (714)792-5460

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT
TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN: That **R.E.F.S. INC., A CALIFORNIA CORPORATION** is duly appointed Trustee under the following described Deed of Trust dated: **05/01/1997**, executed by **ERIC R. MITCHELL AND SHARON G. MITCHELL, WHO ARE MARRIED TO EACH OTHER** as Trustor, to secure certain obligations in favor of **BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION**, as Beneficiary, recorded **05/16/1997**, as Instrument No. **166827 Book 308 Page 099**, of Official Records, in the office of the Recorder of **EUREKA County, Nevada**, describing the land therein: **As more fully described on said Deed of Trust. APN: 02-034-04**

including 1 note(s) for the sum of **\$30,757.87**; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in the obligations for which said Deed of Trust is security has occurred in that payment has not been made of **Failure to make the 12/20/1999 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens or assessments, plus attorney's fees and/or costs.**

THAT by reason thereof the beneficiary under said 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.

DATE: April 13, 2000

**R.E.F.S. INC., A CALIFORNIA CORPORATION
AS SUCCESSOR TRUSTEE**



**MELINDA ROWLEY
TRUSTEE OFFICER**

BOOK 334 PAGE 082

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

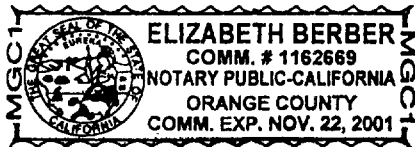
State of CALIFORNIA

County of ORANGE

On 04/13/00 before me, ELIZABETH BERBER
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared _____
NAME(S) OF SIGNER(S)
MELINDA ROWLEY

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Elizabeth Berber
SIGNATURE OF NOTARY

BOOK 334 PAGE 81
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
00 APR 20 PM 1:34

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. **174396** FEES *9.00*

BOOK 334 PAGE 083