177639

TICE OF DEFAULT AND ELECTION TO SELL UND DEED OF TRUST AND SECURITY AGREEMENT

TO: SATPINDER BHA'A, and all others to whom it may concern.

NOTICE IS HEBY GIVEN that there has been a default and breach of that Deed of Trust and Security Agreement ecuted by SATPINDER BHARTA, a married man, as Trustor, to ROSS P. EARDLEY, as Trustee, d CLIFFORD W. LENNIE and M. JEAN LENNIE, husband and wife, as Beneficiaries, which De of Trust and Security Agreement is dated October 1, 2001, and recorded on October 11, 2001, irook 344 of Official Records, Page 150, Eureka County Recorder's Office, File No. 177014, and a tach of the Promissory Note and other obligations secured by said Deed of Trust and Security Agreent.

The said Prorsory Note and Deed of Trust and Security Agreement have been breached in that, among other thin, the Trustor, nor any other person on his behalf, has paid, when due, the monthly installment payents required by the Promissory Note dated October 1, 2001, and which Note is secured by the ove described Deed of Trust and Security Agreement; and specifically has failed to make the mony payment which was due on January 1, 2002, in the sum of \$2,541.67, together with late charc in the sum of \$50.00 and insufficient fund check charge in the sum of \$50.00, being a total defit in the sum of \$2,641.67, and together with costs and attorney fees to date incurred by the Beneficies because of said defaults in the sum of \$250.00.

By specifying above defaults in the payment or performance of said Promissory Note and Deed of Trust and curity Agreement, the holders thereof are in no way waiving any other defaults, known or unawn, which may now exist or occur in the future in the payment or performance of said De of Trust and Security Agreement or the obligations secured thereby.

Notice is furtheriven that CLIFFORD W. LENNIE and M. JEAN LENNIE, husband and wife, are the owners and holds of the obligations secured by said Deed of Trust and Security Agreement and that subject to the stor, or someone on his behalf, making good the defaults and deficiency above set forth within the five (35) days in accordance with NRS, Section 107.080(3), said holders hereby declare and interp declare that the entire unpaid balance secured by said Deed of Trust and

-1ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89801

BOOK 3 4 5 PAGE 4 7 2

TELEPHONE (775) 738-4046 - FAX (775) 738-6286

Security Agreement, by principal and interest, is now due and payable, all in accordance with the terms and conditions theof, together with all other sums secured by said Deed of Trust and Security Agreement, including, t not limited to, costs, attorney fees and expenses of maintaining and preserving the propertyid assets described in said Deed of Trust and Security Agreement.

Notice is furtr given that the said holders have and do elect to sell the property described in said Deed of Trust ansecurity Agreement under the power of sale contained therein and the laws of the State of Nevada satisfy all of the obligations secured thereby. The property above referred to is that certain real amersonal property situate in the County of Eureka, State of Nevada, and is more particularly describ in said Deed of Trust and Security Agreement, reference to which is hereby made.

This Notice is/en pursuant to the terms of said Deed of Trust and Security Agreement and also pursuant to Chapt#07 of the Nevada Revised Statutes and other laws of the State of Nevada pertaining to the sale oroperty under Deeds of Trust.

DATED: Janry

469 Idaho Street

Elko, Nevada 89801

STATE OF NEVADA

SS.

COUNTY OF ELKO

This instrume was acknowledged before me on January 14

2002, by ROSS P.

EARDLEY.

APPT. EXP SEPT ... SUZANKE HA. NOTARY PUBLIC - STATE G. ....

TICATE # S

SUZINIVE

Elko County • Nec. CERTIFICATE # 99-4. APPT. EXP SEPT 1.5 Y PUBLIC

02 JAN 15 PM 4:58

BOOK 3 4 5 PAGE 4 7 3

**1**77639