

181373

Trustee Sale No 03-4950-03
A.P.N 007-370-18

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
AND SECURITY AGREEMENT
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, which is normally five business days prior to the date set for the sale of your property. 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)

This amount is \$3,949.81 as of March 6, 2003, and will increase until your account becomes current.

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 and Security Agreement. 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 and Security Agreement, 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.

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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.

Conseco Finance Corp
c/o W T CAPITAL LENDER SERVICES
1640 WEST SHAW AVENUE, SUITE 101
IRLSNO, CA 93711
(559) 222-4644

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 WT Capital, is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 3/17/98, executed by Richard W. Rodeman and Kimberly A. Allen, Trustor, in favor of Green Tree Financial Corporation, as Beneficiary, Recorded 3/26/98, as Instrument No 169936, Book 318, Page 436, and re-recorded on 07/10/1998 as Instrument No 170245 in book 319 at page 489 of Official Records in the office of the Recorder of Eureka County, Nevada, as more fully described in said Deed of Trust, and, as additional security, Richard W. Rodeman and Kimberly A. Allen further executed a Security Agreement and/or Manufactured Home Contract dated 3/17/98, in favor of Green Tree Financial Corporation described as a 1997 Guerdon Homes Americana II manufactured home or mobile home, which is registered with the Manufactured Housing Division under registration Title Number B0187415, Serial Number GDB01D089710253AB, located at Lot B of Parcel 2, Eureka, Nevada, (hereinafter referred to as "Security Instruments") to secure certain obligations including One (1) Note for the sum of \$105,363.42, that the beneficial interest under said Deed of Trust and under said Security Instruments and the obligation secured thereby are presently held by the current beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust and Security Instruments is security has occurred in that the payment has not been made of

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 11/10/2002 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH ALL LATE CHARGES, ADVANCES TO SENIOR LIENS, INTEREST, INSURANCE, TAXES AND ASSESSMENTS, ANY DELINQUENT TAXES AND/OR INSURANCE PREMIUMS AND/OR PAYMENTS TO PRIOR LIENHOLDERS TO BE ADVANCED BY THE BENEFICIARY AFTER THE RECORDING OF THE NOTICE OF DEFAULT

The Beneficiary herein elects to conduct a unified sale pursuant to NRS 104.9604, et seq., of some or all of the personal property and/or fixtures collateral along with the real property collateral described herein. Notwithstanding the above, the Beneficiary reserves its right to revoke this election as to some or all of said personal property and/or fixtures

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That by reason thereof, the present beneficiaries under such Deed of Trust and Security Instruments have executed and delivered to said Trustee a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and security instruments and all documents evidencing the 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 and all other secured property to be sold to satisfy the obligations secured thereby

Dated March 06, 2003

WT Capital

Anthony R Garcia
ANTHONY R GARCIA, Trustee's Sale Officer

STATE OF CALIFORNIA)
) SS
COUNTY OF FRESNO)

On March 7, 2003, before me, Kellene Peirsol, a Notary Public in and for said County and State, personally appeared Anthony R. Garcia personally known to me (or proved to me on the basis 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 ~~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



Kellene Peirsol
Kellene Peirsol

Recording Requested By

When Recorded Mail to
WT CAPITAL LENDER SERVICES
1640 WEST SHAW AVENUE, SUITE 101
FRESNO, CA 93711

359 247
Just American Title
03 MAR 14 PM 3 49

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