Trustee Sale No. 03-4911-0 A.P.N. 007-393-13

#### 181487

### THIS COMMNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMAON OBTAINED WILL BE USED FOR THAT PURPOSE.

# NOTICE OF DEAULT AND ELECTION TO SELL UNDER DEED OF TRUST AND SECURITY AGREEMENT

#### **IMPORTANT NOTICE**

## IF YOUR PROPRTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMNTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legright to bring your account in good standing by paying all of your past due payments plus permitted ce and expenses within the time permitted by law for reinstatement of your account, which is normally a business days prior to the date set for the sale of your property. No sale date may be set until three monthrom the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$11,844.26 of March 14, 2003, and will increase until your account becomes current.

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

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

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

Notice of Default • Page 1 of 3

To find out the amount you st pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other son, contact:

Conseco Finance Corp.

70 W.T. CAPITAL LENDER SERVICES
640 WEST SHAW AVENUE, SUITE 101
RESNO, CA 93711
559) 222-4644

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

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

#### Remember,

#### YOU MAY LOSE EGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVI: That WT Capital, is either the original trustee, the duly appointed substituted trustee, or acting as agent 1the trustee or beneficiary under a Deed of Trust dated 5/23/96, executed by Dennis E. Wells, Jr. and 1mmy R. Wells, Trustor, in favor of Green Tree Financial Corporation, as Beneficiary, Recorded 6/12/ as Instrument No. 163238, Book 297, Page 251, of Official Records in the office of the Recorder of Ecka County, Nevada, as more fully described in said Deed of Trust; and, as additional security, Dennis Wells, Jr. and Kammy R. Wells further executed a Security Agreement and/or Manufactured Homeontract dated 5/23/96, in favor of Green Tree Financial Corporation described as a 1996 Champ UBC North Homes manufactured home or mobile home, which is registered with the Manufactured Hong Division under registration Title Number B0165573, Serial Number 22962964166AB, located 585 El Cajon, Eureka, Nevada, (hereinafter referred to as "Security Instruments") to secure cere obligations including One (1) Note for the sum of \$134,946.00; that the beneficial interest under saideed of Trust and under said Security Instruments and the obligations secured thereby are presently held by current beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust and Secur Instruments is security has occurred in that the payment has not been made of:

THE INSTALLMENT OF PNCIPAL AND INTEREST WHICH BECAME DUE ON 6/1/2002 AND ALL SUBSEQUENT INSTALLENTS, TOGETHER WITH ALL LATE CHARGES, ADVANCES TO SENIOR LIENS, INTERE. INSURANCE, TAXES AND ASSESSMENTS; ANY DELINQUENT TAXES AND/OR INSURAGE PREMIUMS AND/OR PAYMENTS TO PRIOR LIENHOLDERS TO BE ADVANCED BY THE BENICIARY AFTER THE RECORDING OF THE NOTICE OF DEFAULT.

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

Notice of Default • Page 2 of 3

That by reason thereof, thresent beneficiaries under such Deed of Trust and Security Instruments have executed and delivered to d Trustee a written Declaration and Demand for Sale, and has deposited with said duly appointed Trusteuch Deed of Trust and security instruments and all documents evidencing the obligations secured there and has declared and does hereby declare all sums secured thereby immediately due and payaband has elected and does hereby elect to cause the trust property and all other secured property to be sold satisfy the obligations secured thereby.

Dated: March 14, 2003

WT Capital

ANTHONY R. GARCIA, Trustee's Sale Officer

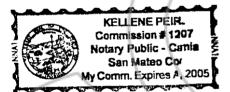
STATE OF CALIFORNIA

SS.

**COUNTY OF FRESNO** 

On March \_\_\_\_\_\_\_\_, 20thefore me, Kellene Peirsol, a Notary Public in and for said County and State, personally appeared Anthony Garcia personally known to me (or proved to me on the basis satisfactory evidence) to be the person(s) whose name(s)/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in/his//their authorized capacity(jes), and that his//her/their signature(s) on the instrument the person(s), or the ity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and officiaal



Kellene Peirsol

Recording Requested By:

When Recorded Mail to: W.T. CAPITAL LENDER SVICES 1640 WEST SHAW AVENT SUITE 101 FRESNO, CA 93711

BOOK 360 PAGE 003
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
WASH CINCUMN JULIE
2003 MAR 25 PM 3: 43

EUREKA COUNTY NEVADA M.N. REBALEATI. RECORDER FILENO. FEES 16

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Notice of Default • Page 3 of 3