

APN 07-140-04

BOOK 363 PAGE 256-258
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
A Grant Gerber
2003 JUL 18 PM 2:08

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 182225 FEES 16.00

182225

**NOTICE OF BREACH AND DEFAULT
D OF ELECTION TO CAUSE SALE OF
AL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN:

That there has been a default and breach of that certain Deed of Trust and Security Agreement dated December 18, 2001, executed by **MORGAN S. PORT** and **JUDI M. PORTER**, husband and wife, and **MARK J. BONELLO**, a single man, as Trustors, to **STEWART TITLE OF NORTHEASTERN NEVA**, a Nevada Corporation, as Trustee, and in favor of **ANTHONY JOSEPMARIANO, JR.** and **BEVERLY JEAN MARIANO**, husband and wife, Beneficiaries, which Deed of Trust was recorded on December 18, 2001 in Book 345, Page 267, Official Records, Eureka County Recorder's Office, Eureka, Nevada, under File No. 177485, and re-recorded on December 26, 2001, in Book 345, Page 399, Official Records Eureka County Recorder's Office, Eureka, Nevada, under File No. 17589, and a breach of the Promissory Note and other obligations secured by said Deed of Trust. **A. GRANT GERBER & ASSOCIATES** is the substituted Trustee under said Deed of Trust and Security Agreement pursuant to a written Substitution of Trustee dated July 8, 2003, and recorded July 18, 2003, in Book 363 Page 254-255, Official Records, Eureka County Recorder's Office Eureka, Nevada, under File No. 182224.

The Promissory Note and other obligations for which said Deed of Trust and Security Agreement is security have been breached in that the installment of principal and interest due and payable on December 18, 2001 under the terms of the above Promissory Note, has not been paid and remains due, owing and unpaid.

That in addition to the default stated above, should any prior taxes, liens or encumbrances be delinquent or become delinquent, or should the Beneficiaries advance sums to protect their security,

said delinquenci must be cured as a condition of reinstatement or payoff.

That by rean thereof, the undersigned present Beneficiaries under said Deed Trust and Security Agreement have declared and do hereby elect at if such default is not cured and made good and the Beneficiari reimbursed for all costs, fees and expenses incurred incide to such default and this notice, all within thirty-five (35 days in the manner and after the notice as specified in Chaer 107 of NRS, that the entire unpaid balance of the principal a interest shall be due and payable as a consequence of the dault, all in accordance with the terms of said Promissory Noteand Deed of Trust, and that the undersigned Beneficiaries ha elected to sell or cause to be sold the real and personal proper described in said Deed of Trust and Security Agreement to satfy said obligations.

That said rl and personal property is situate in the County of Eureka, Stat of Nevada, and more particularly described as follows:

TOWNSHIP 2NORTH, RANGE 54 EAST, MDB&M.

Section 4: ts 3 and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

EXCEPTING EREFROM all oil, gas, potash and sodium in said land, served by the UNITED STATES OF AMERICA, in Patent recded June 26, 1964, in Book 4, Page 318, of Official Rords, Eureka County, Nevada.

SUBJECT toll exceptions, reservations, restrictions, restrictivecovenants, assessments, easements, rights and rights of w of record.

TOGETHER wh any and all buildings and improvements situate ttheon, including the existing irrigation system.

TOGETHER wh a certain 1990 Champion Park River Mobile Home, 28' 66', Serial No. 1601777914AB, and all accessorie and attachments thereto and left on said premises, cluding the refrigerator/freezer.

TOGETHER wh all water, water rights, rights to the use of water, ms, ditches, canals, pipelines, reservoirs, wells, pum, pumping stations, and all other means for the diversu or use of water and appurtenant to the said land or a part thereof, for irrigation, stockwater,

domestic or any other use, including, but not limited to,
Proof No. 157.

TOGETHER with any and all mineral, oil, gas and geother-
mal rights owned by Trustors and appurtenant to the
herein described property.

TOGETHER with the tenements, hereditaments and appurte-
nances thereto belonging or appertaining, and the
reversion and reversions, remainder and remainders,
rents, issue and profits thereof.

DATED: June 19, 2003.

Anthony Joseph Mariano, Jr.
ANTHONY JOSEPH MARIANO, JR.

Beverly J. Mariano
BEVERLY JEAN MARIANO

STATE OF NC)
COUNTY OF Mecklenburg) SS.

This instrument was acknowledged before me on 19th June,
2003, by ANTHONY JOSEPH MARIANO, JR. and BEVERLY JEAN MARIANO.

[Signature]
NOTARY PUBLIC
My Commission Expires 6-30-04

