

RECORDING REQUESTED BY:  
**First American Title**  
WHEN RECORDED MAIL TO:  
**DREYFUSS, RYAN, & WEIFENBACH, PLC**  
1851 E. First Street, Suite 1100  
Santa Ana, CA 92705-3923

BOOK *400* PAGE *001-003*  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*First American Title*  
2004 NOV 19 PM 2:43

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

**193813**

APN:  
Loan No.: 6900582831 TS No: 8991-0015

*0493591-DM*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

***NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE  
SELL OF REAL PROPERTY UNDER DEED OF TRUST***

**NOTICE IS HEREBY GIVEN THAT: DREYFUSS, RYAN & WEIFENBACH PLC** 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 4/23/1998, executed by **WILLARD R. MONSON AND PAMELYN K. MONSON**, as trustor in favor of **GREEN TREE FINANCIAL CORPORATION**, recorded 4/28/1998, under instrument no. 170033, in book 316, page 594, of Official Records in the office of the County recorder of **Eureka, County, Nevada** securing, among other obligations.

ONE (1) for the Original sum of **\$85,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

**INSTALLMENT WHICH BECAME DUE ON 8/1/2004 PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS AND LATE CHARGES THAT BECOME PAYABLE, TRUSTEE'S FEE AND EXPENSES INCURRED.**

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 of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

That by reason thereof the present Beneficiary under such 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.

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**T.S. No.:8991-0015**  
**Loan No.:6900582831**

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## **NOTICE**

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

**To determine if reinstatement is possible and the amount, if any, to cure the default, contact:**

GREEN TREE SERVICING, LLC  
C/O GREEN TREE SERVICING, LLC  
7360 S. KYRENE ROAD  
TEMPE, AZ 85283  
Phone: (000) 000-0000

DREYFUSS, RYAN, & WEIFENBACH, PLC disclaims any liability for any incorrectness of the street address and other common designation, if any, shown:  
7017 CORTEZ WAY

- THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.

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T.S. No.: 8991-0015  
Loan No.: 6900582831

Dated: November 17, 2004

By: Linda S. Mayes  
Linda S. Mayes, Manager, Trustee Operations / or -  
Karen Talafus, Senior Trustee Sale Officer

State of California }ss  
County of Orange }

On November 17, 2004 before me, VEVETTE M. COTA Notary Public, personally appeared LINDA MAYES 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.

Signature Vevette M. Cota (Seal)  
VEVETTE M. COTA



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