



CONTRA COSTA Co Recorder Office  
 STEPHEN L. WEIR, Clerk-Recorder  
 DOC- 2001-0043291-00

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WHEN RECORDED MAIL TO:

Preferred Secured Agents, Inc.  
 P.O. Box 5490  
 Pleasanton, CA 94566

Check Number

Monday, FEB 26, 2001 12:27:59

NIC \$1.00 MOD \$2.00 REC \$8.00

TCF \$1.00 DAF \$1.00 REF \$0.20

Ttl Pd \$12.00

Nbr-0000262957

lrc/R9/1-2

APN#213-690-027

**Notice of Default and Election to Sell Under Deed of Trust**

**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 \$284,794.76 as of February 21, 2001 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 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 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.

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:

Secured Preferred Agents, Inc.  
P.O. Box 5490  
Pleasanton, CA 94566

If you have any questions, you should contact a lawyer or the government 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** Preferred Secured Agents, Inc., as trustee, under the deed of trust executed by Mark P. Gallegos and Laura A. Gallegos, husband and wife, as trustor, to SBS Trust Deed Network, a California corporation, as trustee, and Dataquest Technology, Inc., a California corporation, as beneficiary, dated November 16, 2000, and recorded on December 4, 2000, as document number 2000-0271534-00 of the Official Records of Contra Costa County, California, hereby declares that a breach of the obligation secured by the deed of trust has occurred, that the nature of the breach is the failure to pay the amounts owed, and that the beneficiary (1) declares that all sums secured by the deed of trust are immediately due and payable and (2) elects to sell or cause to be sold the trust property to satisfy the obligation.

Dated: February 21, 2001



Preferred Secured Agents, Inc.,  
Trustee

**END OF DOCUMENT**



CONTRA COSTA Co Recorder Office  
 STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2001-0042333-00**

Check Number 8842  
 Friday, FEB 23, 2001 13:40:30  
 CPY \$1.00 MIC \$1.00 MOD \$2.00  
 REC \$8.00 TCF \$1.00  
 Ttl Pd \$11.00 Nbr-0000261825  
 Irc/RS/1-1

WHEN RECORDED MAIL TO:

Preferred Secured Agents, Inc.  
 P.O. Box 5490  
 Pleasanton, CA 94566

**SUBSTITUTION OF TRUSTEE**

WHEREAS the undersigned, Dataquest Technology, Inc., is the owner and holder of the Promissory Note, secured by the Deed of Trust described herein.

AND WHEREAS, the undersigned Dataquest Technology, Inc., being the present Beneficiary under said Deed of Trust and acknowledging that all sums and obligations secured by the Deed of Trust are outstanding;

AND WHEREAS, the Beneficiaries desires to substitute a new Trustee under the Deed of Trust in the place or stead of Old Republic Title Company;

NOW THEREFORE, the undersigned hereby substitutes Preferred Secured Agents, Inc. as the successor Trustee, in place of and instead of Old Republic Title Company, as the Trustee under the described Deed of Trust and further instructs said successor Trustee to take all steps necessary to collect on the amounts owed the beneficiary under the note.

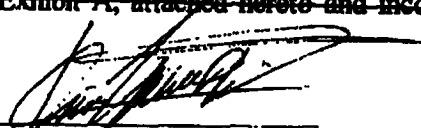
The Deed of Trust is described as follows: That certain Deed of Trust dated November 16, 2000, executed by Mark P. Gallegos and Laura A. Gallegos, husband and wife, as Trustors, to Old Republic Title Company, as Trustee and Dataquest Technology, Inc. as Beneficiary, recorded of the Official Records of Contra Costa County, California as document 2000-0271533-00 on December 4, 2000, describing land therein as:

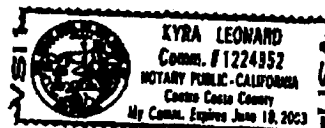
The property encumbered with the deed of trust is described as follows:

APN# 213-690-027, Commonly referred to as 135 Canyon Lakes Way, San Ramon, CA.

~~And more fully described in Exhibit A, attached hereto and incorporated here at for all purposes.~~

Dated: February 20, 2001

  
 Young Kim, CEO and President  
 Dataquest Technology, Inc.



ACKNOWLEDGMENT

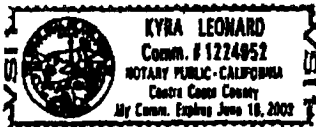
State of California )  
County of Contra Costa ) ss

42333

On February 21, 2001, before me, **KYRA LEONARD**, a Notary Public for the State of California, personally appeared Young Il Kim

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.



[Notary Seal]

Kyra Leonard  
KYRA LEONARD, Notary Public

END OF DOCUMENT