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OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-109 PG-806 RPTT: 0.00



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
INTEGRATED LENDER SERVICES
2411 West La Palma Ave.
Suite 350, Building No. 1
Anaheim, CA 92801

169099

Title Order No. 730-1013675-93 Trustee Sale No. 59298 Loan No. 1824793
Apr No. 1220-09-701-001 & 1220-09-710-06

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A CONSTRUCTION DEED OF TRUST DATED 08/10/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 02/04/2009 at 01:00PM, Integrated Lender Services, A Delaware Corporation as the duly appointed Trustee under and pursuant to Construction Deed of Trust Recorded on 08/12/2005 as Instrument No. 652160 in Book 805 Page 6281 and a Forbearance and Loan Modification Agreement Recorded on 01/11/2008 as Instrument No. 716084 in Book 108 Page 2231 and a Forbearance and Loan Modification Agreement Recorded on 03/20/2008 as Instrument No. 719931 in Book 308 Page 4332 of official records in the Office of the Recorder of Douglas County, Nevada and a UCC Financing Statement Filed on 08/22/2005 as Document No. 2005025898-2 with the State of the Secretary of Nevada and a UCC Financing Statement Amendment Filed on 10/11/2005 as Document No. 2005032067-0 executed by: Kim Posnien Construction and Development Company as Trustor, Business Bank of Nevada as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: At the 8th Street entrance to the County Administration Building, 1616 8th Street, Minden, NV, all right, title and interest conveyed to and now held by it under said Construction Deed of Trust in the property situated in said County, Nevada describing the land therein:

SEE LEGAL DESCRIPTION AS EXHIBIT "A" ATTACHED AND MADE A PART HEREOF

TOGETHER WITH THE PERSONALTY GENERAL DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: Vacant Land, Gardnerville, NV 89410

Directions may be obtained pursuant to a written request submitted to the Beneficiary, City National Bank, successor by merger with Business Bank of Nevada, 555 South Flower St., 16th Floor, Los Angeles, CA 90071 within 10 days from 1/14/2009.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s), Loan Agreement and each other Agreements secured by said Construction Deed of Trust, with interest thereon, as provided in said note(s), Loan Agreement and each other Agreements, advances, if any, under the terms of the Construction Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$4,772,300.24 (Estimated) Accrued interest and additional advances, if any, will increase this figure prior to sale.

The beneficiary under said Construction Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

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 WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.



Date: 12/31/2008

INTEGRATED LENDER SERVICES
2411 West La Palma Ave.
Suite 350, Building No. 1
Anaheim, CA 92801, As Trustee
(800) 232-8787
FOR SALE INFORMATION PLEASE CALL (714) 573-1965

Rena C. Smith
Rena C. Smith, Sr. Trustee Sale Officer

STATE OF CALIFORNIA

COUNTY OF ORANGE

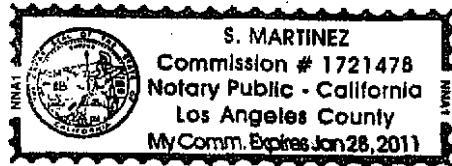
On 1-6-2009 before me, S. MARTINEZ, A Notary Public personally appeared
(Name and Title)

Rena C. Smith, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *S. Martinez*



A parcel of land situated in and located within a portion of Section 9, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

PARCEL 1:

Commencing at the North one-quarter corner (N ¼) of said Section 9, from which the Northeast corner of Section 9 bears North 89°50'00" East, 2627.12 feet per the Record of Survey for IDA F. & ANN WENNHOLD as recorded in Book 692 at Page 3256 as Document No. 281266;

Thence South 0015'19" East 2642.95 feet to the center of said Section 9;
 Thence North 89°50'36" East 1312.00 feet;
 Thence South 03°34'39" East, 484.23 feet to a nail and tag RLS 1586 in top of a fence post per The Record of Survey for EDWIN and SUSAN HAASE and recorded as Document No. 304364;
 Thence along an existing fence per said Document No. 304364 South 85°28'33" West, 132.07 feet;
 Thence South 84°48'59" West, 97.48 feet;
 Thence South 36°12'42" West, 98.70 feet;
 Thence South 02°17'37" East, 265.60 feet to THE POINT OF BEGINNING, from which the North one-quarter corner of said Section 9 bears North 17°10'23" West, 3649.58 feet;
 Thence continuing South 02°17'37" East, 475.55 feet;
 Thence North 89°45'12" West, 1050.28 feet;
 Thence North 46°11'36" West, 389.13 feet;
 Thence South 31°35'51" West, 55.41 feet;
 Thence North 46°38'19" West, 384.90 feet;
 Thence North 82°48'44" East, 151.89 feet;
 Thence North 80°00'10" East, 112.76 feet;
 Thence South 84°28'58" East, 157.60 feet;
 Thence North 82°10'42" East, 476.07 feet;
 Thence South 57°17'13" East, 214.29 feet;
 Thence South 84°54'59" East, 113.31 feet;
 Thence North 88°09'50" East, 186.84 feet;
 Thence North 86°22'48" East, 251.27 feet to THE POINT OF BEGINNING.

The Basis of Bearing of this description is the North line of Section 9, Township 12 North, Range 20 East, M.D.M., per Document No. 281266.

Said parcel of land further imposed as Adjusted Parcel 1, set forth on that certain Record of Survey filed for record on March 24, 1995, in Book 0395, of Official Records, at Page 3661, as Document No. 358621.

Assessor's Parcel No. 1220-09-701-001

"In compliance with Nevada Revised Statute 111.312, the herein above legal description was taken from Instrument recorded December 16, 2003, Book 1203, Page 7274, as File No. 0599719, recorded in the Official Records of Douglas County, State of Nevada."

PARCEL 2:



BK-109
PG-809

An easement for access over existing road to operate and maintain irrigation ditches serving water to Parcel 1 hereinabove, over and across the following described parcel of land to wit;

A parcel of land located within a portion of the Southeast one-quarter (SE ¼) of Section 9, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Gardnerville, Nevada, described as follows:

Commencing at the one-quarter (1/4) corner common to Sections 9 and 16, Township 12 North, Range 20 East, M.D.B.&M.

Thence South 89°34'33" East, 30.00 feet to the centerline of Tillman Lane as per Gardnerville Ranchos Unit No. 2 under Document No. 28377, Douglas County Recorder's Office;

Thence along said centerline of Tillman, North 00°25'27" East, 1320.89 feet to the Northerly right-of-way line of Dresslerville Road;

Thence along said Northerly right-of-way South 89°47'02" East, 1031.31 feet to THE POINT OF BEGINNING;

Thence continuing along said Northerly right-of-way South 89°47'02" East, 254.72 feet, more or less, to the West line of the Northeast one-quarter (NE ¼) of the Southeast one-quarter (SE ¼) of Section 9, Township 12 North, Range 20 East, M.D.B.&M.;

Thence along said Westerly line North 00°12'26" East, 840.02 feet;

Thence South 85°31'48" West, 132.28 feet;

Thence South 85°14'13" West, 97.55 feet;

Thence South 35°46'55" West, 98.70 feet;

Thence South 02°14'45" East, 741.15 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM Lots 3, 5, 6, 7, 8, 9, 17, 23, 25, 52, 61, 65, 66 and 67 of the Final Map PD for CEDAR CREEK A PLANNED DEVELOPMENT, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 9, 2006, as File No. 669544.

APN: 1220-09-710-06



CONSTRUCTION PERSONAL PROPERTY COLLATERAL

Pursuant to that certain Security Agreement of even date to this Deed of Trust, collateral includes but is not limited to the following:

All buildings, structures and improvements now located or later to be constructed on the real property described in Exhibit "A" (collectively the "Real Property"); together with

All existing and future appurtenances, privileges, easements, franchises and tenements of the Real Property, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Real Property, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Real Property; together with

All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Real Property, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit "A" or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Real Property; together with

All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Real Property, whether stored on the Real Property or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment; together with

All building materials, equipment, work in process or other personal property of any kind, whether stored on the Real Property or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Real Property; together with

All of Grantor's interest in and to any interest reserve account ("Account"), Loan funds, whether disbursed or not ("Loan Funds"), any funds now or later held on deposit with Lender (whether deposited from Grantor's own funds, Loan Funds, or otherwise) for completion of construction ("Funds Account"); together with

All rights to the payment of money and all value arising from any and all existing and future interest rate protection agreements, and any and all other existing and future transactions between Grantor and Lender or any other party which may afford interest rate protection to all



CONSTRUCTION PERSONAL PROPERTY COLLATERAL
(Continued)

or part of the loan; together with

All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Grantor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, note, drafts and letters of credit (other than letters of credit in favor of Lender), which arise from or relate to construction on the Real Property or to any business now or later to be conducted on it, or to the Real Property generally; together with

All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Real Property or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Real Property or the other property described above or any part of them, or breach of warranty in connection with the construction of the Real Property, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Concurrently with signing of this Construction Deed of Trust ("Deed of Trust"), Grantor (referred to as "Debtor" in the UCC) is executing a Commercial Security Agreement ("Security Agreement") for the benefit of Lender (referred to as "Secured Party" in the UCC), encumbering certain property as therein described. The filing of a UCC shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with respect to any property described in it which is real property. The intention of Grantor and Lender is that everything used in connection with the production of income from that real property, or adapted for use in or on it is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as, real property and part of the real property encumbered by the Deed of Trust regardless of whether or not the same is physically attached to the Improvements. Similarly, nothing in the UCC or Security Agreement shall be construed to alter any of the rights of Lender as determined by the Deed of Trust or the priority of Lender's lien thereby created. The UCC is declared to be for the protection of Lender in the event any court shall at any time hold that notice of Lender's priority of interest in any property or interests described in the Deed of Trust or Security Agreement must, in order to be effective against a particular class of persons, including, but not limited to, the United States Government or any of its agencies, be filed in the office where the UCC is filed.

Capitalized terms used above without definition have the meanings given them in the construction loan agreement executed concurrently herewith.

