

DOC # 739947
03/20/2009 12:36PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 19.00
BK-309 PG-5088 RPTT: 4.878.90

WHEN RECORDED MAIL TO
City National Bank, Successor by Merger with
Business Bank of Nevada
555 South Flower St., 16th Floor
Los Angeles, CA 90071

MAIL TAX STATEMENTS TO
SAME AS ABOVE

Title Order No. 730-1013676-93 Trustee Sale No. 59292 Loan No. 1826281

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$2,151,799.86
- 3) The amount paid by the grantee at the trustee sale was \$1,251,000.00
- 4) The documentary transfer tax is \$4,878.90
- 5) Said property is in Gardnerville - A.P.N. 1420-34-102-010 A/K/A 1420-34-113-01 THRU ~~13~~ 14 and Integrated Lender Services, A Delaware Corporation (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to City National Bank, successor by merger with Business Bank of Nevada (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Douglas, State of Nevada, described as follows:

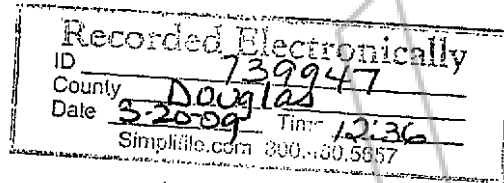
See Exhibit "A" attached and made a part hereof

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

RECITALS: This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 03/15/2008, and executed by Kim Posnien Construction and Development Company as Trustor, and Recorded on 03/20/2006 As Document No. 0670270 in Book 0306 Page 7062 and a Forbearance and Loan Modification Agreement Recorded on 03/20/2008 as Document No. 0719930 in Book 0308 Page 4321 of Official Records of Douglas County, Nevada, and after fulfillment of the



BK-409
PG-1297



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conditions specified in said Deed of Trust authorizing this conveyance and a UCC Financing Statement Filed on 03/27/2006 as Document No. 2006009537-0 with the Secretary of the State of Nevada

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County. All requirements of law regarding the mailing, personal delivery, and publication of copies of the Notice of Default and Election to Sell Under Deed of Trust and of the Notice of Trustee's Sale and the posting of copies of said Notice of Trustee's Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust sold the herein described property at public auction on 02/04/2009. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$1,251,000.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

Date: 2/4/2009

Integrated Lender Services, A Delaware Corporation


Randy Fernando, Assistant Vice President

STATE OF California

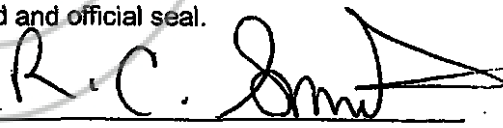
COUNTY OF Orange

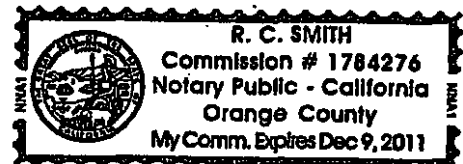
On 2-19-09 before me, R.C. Smith personally appeared
(Name and Title)

Randy Fernando, 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 



All that certain real property situate in the City of Gardnerville, County of Douglas, State of NEVADA, described as follows:

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

A parcel of land located within the Northeast one-quarter of the Northwest one-quarter (NE ¼NW ¼) of Section 34, Township 14 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, more particularly described as follows:

BEGINNING at the Southeast corner of a 15.99 acre parcel as shown on the Record of Survey to Support a Boundary Line Adjustment for Douglas County School District, recorded March 5, 1997, in Book 397, Page 684, as Document No. 407862, Douglas County, Nevada, Recorder's Office, a point on the Westerly right-of-way of Fuller Avenue;

Thence South 89°59'38" West, 959.46 feet;
Thence North 00°06'03" East, 323.12 feet;
Thence South 89°53'57" East, 20.00 feet;
Thence North 00°06'03" East, 393.09 feet;
Thence South 81°16'31" East, 208.04 feet;
Thence North 08°43'29" East, 34.90 feet;
Thence South 81°16'31" East, 243.21 feet;
Thence South 82°41'52" East, 395.13 feet;
Thence North 00°02'24" East, 119.61 feet;
Thence North 89°53'48" East, 95.39 feet to a point on said Westerly right-of-way of Fuller Avenue;
thence along said right-of-way, South 00°02'24" West, 751.69 feet to the POINT OF BEGINNING.

Reference is hereby made to Record of Survey, recorded December 13, 2004, Document No. 631648.

The above legal description was taken from prior Document No. 646710.

APN: 1420-34-113-01 thru 13/
14



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PG-1300

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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



EXHIBIT "B" (CONTINUED)
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..





WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Ana Gulbi

Signature

3/20/09

Date

Lisa Quilize

Printed Name

