

OFFICIAL RECORD

Requested By:

WOODBURN & WEDGE

A.P. NO.1320-29-000-008

When recorded mail to:

✓ Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89511
Attn: Gregg P. Barnard, Esq.

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 2 Fee: 65.00
BK-0709 PG- 3259 RPIT: 0.00



**NOTICE OF DEFAULT
AND ELECTION TO SELL**

TO WHOM IT MAY CONCERN:

WHEREAS, on July 7, 2006, **THE RANCH AT GARDNERVILLE, LLC**, a Nevada limited liability company (the "Borrower"), executed, as Trustor, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, wherein **STEWART TITLE OF DOUGLAS COUNTY**, a Nevada corporation, was named as Trustee for the benefit of **ASSET PRESERVATION, INC.**, a California corporation, which Deed of Trust was recorded on July 7, 2006, as Document No. 0679110 in the Official Records of Douglas County, Nevada (the "Deed of Trust"). On December 18, 2008, Asset Preservation, Inc., assigned all of its right, title and interest in the Deed of Trust and the Indebtedness identified therein to Park Cattle Company, a Nevada corporation, pursuant to those two certain Assignments of Deed of Trust and Assignment of Rents, each recorded on July 3, 2007, as Document Nos. 704392 and 704393 in the Official Records of Douglas County, Nevada. On December 23, 2008, Park Cattle Company changed its name to **EDGEWOOD COMPANIES** (the "Beneficiary"); and

WHEREAS, the Borrower and Beneficiary entered into that certain Loan Modification Agreement dated as of December 23, 2008, wherein the Borrower and Beneficiary agreed that the outstanding principal balance due and owing under that certain Promissory Note, dated July 7th, 2006, was \$9,626,666.78 and provided for certain other accommodations to Borrower. In connection with the Loan Modification Agreement, the original promissory note was amended and restated as of January 5, 2009 (the "Note"), which Note is in principal amount of \$9,626,666.78; and

WHEREAS, a breach of the obligations secured by the Deed of Trust has occurred in that the Borrower has failed to deposit and pay the installments of interest due on April 1, 2009, in the amount of \$120,334.00, and thereafter, and all late charges and default interest (at the rate of 12% per annum) accrued thereon as provided in the Loan Modification Agreement and Note, Borrower has sold or otherwise disposed of, without the consent of the Beneficiary, portions of the property identified in the Deed of Trust, and has failed to perform other terms, covenants and condition contained in the

Deed of Trust, the Note, Loan Modification Agreement and the Purchase Agreement, identified therein, to be performed by Trustor.

NOTICE IS HEREBY GIVEN of the foregoing described defaults and deficiencies in payment and performance and that the Beneficiary has elected to sell or cause to be sold the real property described in said Deed of Trust to satisfy the obligations secured thereby. Further, the Beneficiary does hereby give notice that the Beneficiary has elected to consider all of the unpaid balance of principal and interest to be immediately due and payable as a consequence of said default, together with attorneys' fees and all costs that have been incurred and will hereafter accrue and be incurred, and all other sums due or to become due under and in accordance with the terms of said Note, the Loan Modification Agreement and Deed of Trust.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the office of Woodburn and Wedge, 6100 Neil Road, Suite 500, Reno, Nevada, 89511.

DATED: July 13, 2009.

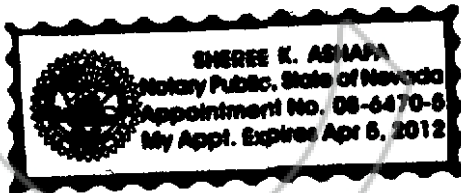
EDGEWOOD COMPANIES

By *Brad Nelson*
Brad Nelson, President

STATE OF NEVADA)
COUNTY OF *Douglas*)

This instrument was acknowledged before me on July 13, 2009, by Brad Nelson as President of Edgewood Companies, a Nevada corporation.

(Seal, if any)



[Signature]
Notary
(My commission expires: *04/06/2012*)