

APN: 1220-03-202-001

When Recorded Mail to:

Allied FCL Services  
6121 Lakeside Drive, Ste. 150  
Reno, NV. 89511

DOC # 759139  
02/22/2010 03:51PM Deputy: GB  
**OFFICIAL RECORD**  
Requested By:  
FIRST CENTENNIAL - RENO  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 2 Fee: 65.00  
BK-210 PG-4667 RPTT: 0.00



(Space Above For Recorder's Use Only)

## **NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN:

THAT Stewart Title of Douglas County is duly appointed Trustee, under a Deed of Trust, Dated July 5, 2005 and Executed by Stone Creek, L.L.C. a Nevada limited liability company, as Grantor, to secure certain obligations in favor of Colonial Bank, N.A., as Beneficiary, recorded July 7, 2005, as Document No.0649099, of Official Records of Douglas County, State of Nevada, including one note in the original principal amount of \$1,430,000. On or about July 5, 2005, Peter M. Beekhof, Jr., Linda S. Beekhof and the Beekhof Family Trust executed separate Commercial Guarantees, guaranteeing the note in the original principal amount of \$1,430,000.

That the terms of the Promissory Notes and Deed of Trust secured thereby, were extended and modified pursuant to those certain seven (7) Change in Terms Agreements dated July 17, 2006, October 23, 2006, February 13, 2007, June 27, 2007, November 7, 2007, February 4, 2008, and July 14, 2008, respectively; and

That the Federal Deposit Insurance Corporation was appointed the Receiver to liquidate and distribute the assets of Colonial Bank N.A.

That the Branch Banking and Trust Company is the successor in interest to the Federal Deposit Insurance Corporation.

That the beneficial interest under such Deed of Trust and the obligation secured thereby are presently held by Branch Banking and Trust Company; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Non-payment of the entire unpaid principal balance in the amount of \$1,442,398.28 with interest thereon from May 6, 2009. ALSO TOGETHER with any attorney fees, advances and ensuing charges, which may become due during the term of this default.

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 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.

To determine if reinstatement is possible, and for the amount necessary to cure the default, contact Dennis Harms at (775) 827-7225.

DATED: February 16<sup>th</sup>, 2010

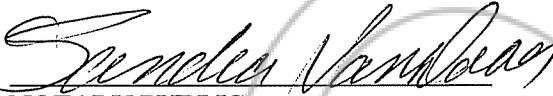
BRANCH BANKING AND TRUST COMPANY

By: 

STATE OF NEVADA            )  
  ) SS  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on FEBRUARY 16, 2010

by DENNIS D. HARMS

  
NOTARY PUBLIC

