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OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE HOW
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 216.00
BK-410 PG-4447 RPTT: 0.00



APN: 1420-06-602-015
1420-06-602-023
1420-06-602-028
1420-06-602-031

Recording Requested By, And
When Recorded Mail To:

Ballard Spahr LLP
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106

IMPORTANT NOTICE

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

NOTICE IS HEREBY GIVEN THAT: Ballard Spahr LLP is the Trustee under a Deed of Trust, Fixture Filing and Security Agreement dated as of August 30, 2004 (the "Deed of Trust"), executed by Carson Valley Center, L.L.C., a Missouri limited liability company, as trustor ("Borrower"), to secure certain obligations in favor of Lehman Brothers Bank, FSB, a federal stock savings bank, predecessor-in-interest to Bank of America, N.A., as successor by merger to LaSalle Bank National Association, in its capacity as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2004-C7, Commercial Mortgage Pass-Through Certificates, Series 2004-C7 ("Beneficiary"), and recorded in the Official Records of Douglas County, Nevada (the "Official Records"), on August 31, 2004, in Book No. 0804, Page No. 14224, as Document No. 0623135. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Deed of Trust.

That a breach of the obligations for which said Deed of Trust is security has occurred in that the Borrower has failed to pay the balance of the outstanding principal (presently equal to \$45,365,000), all unpaid interest thereon, and all other amounts due under the Note, the Deed of Trust and other Loan Documents, or otherwise owing in connection with the Loan evidenced by the Note, that were due and payable as of September 11, 2009, the Maturity Date of the Note. There may also be other existing or potential Events of Default. The entire Debt is immediately due and payable, and the full balance remains due, owing and delinquent, together with default interest, late charges, all sums (if any) advanced by the Beneficiary and any interest accrued thereon to preserve the security of the Beneficiary, all together with reasonable attorney's fees for the collection of the sums set forth and the costs of any action, proceeding or sale that Beneficiary may



commence to foreclose the lien or otherwise enforce any right or remedy arising under, evidenced by or relating to any of the Loan Documents.

That by reason thereof, the present beneficiary under such Deed of Trust, has surrendered to said Trustee the Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the Property to be sold to satisfy the obligations secured thereby.

DATED: April 13, 2010.

BALLARD SPAHR LLP
A Pennsylvania limited liability partnership
Trustee for the Beneficiary

By:

Robert C. Kim
Partner



STATE OF NEVADA)
):ss
COUNTY OF CLARK)

On April 13, 2010, before me, Carol Korona, a Notary Public, personally appeared Robert C. Kim, 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol Korona (Seal)

