

A. P. No. 1220-03-202-001
No. 17349
Bid plus costs
R.P.T.T. \$1,770.60 (includes costs)



When recorded mail to:
EAGLE SPE NV I., INC.
c/o Todd Alexander, Esq.
6005 Plumas Street, Ste. 300
Reno, NV 89519

Mail tax statements to:

Same as above

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

TRUSTEE'S DEED

THIS INDENTURE, made and entered into on July 29, 2010, by and between ALLIED 1031 EXCHANGE, a Nevada corporation, dba ALLIED FORECLOSURE SERVICES, as Trustee, party of the first part, and EAGLE SPE NV I., INC., a North Carolina corporation, party of the second part, whose address is: c/o 6005 Plumas Street, Ste. 300, Reno, NV 89519.

W I T N E S S E T H :

WHEREAS, STONE CREEK, LLC, a Nevada limited liability company, executed a Promissory Note payable to the order of COLONIAL BANK, N.A. in the principal sum of ONE MILLION FOUR HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,430,000.00), and bearing interest, and as security for the payment of said Promissory Note said STONE CREEK, LLC, a Nevada limited liability company, as Trustor, executed a certain Deed of Trust to STEWART TITLE OF DOUGLAS COUNTY, Trustee for COLONIAL BANK, N.A., Beneficiary, which Deed of Trust was dated July 5, 2005, and was recorded July 7, 2005, as Document No. 0649099, Official Records, Douglas County, Nevada; and



WHEREAS, that the terms of the Promissory Note 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

WHEREAS, FEDERAL DEPOSIT INSURANCE CORPORATION was appointed the Receiver to liquidate and distribute the assets of Colonial Bank N.A.; and

WHEREAS, BRANCH BANKING AND TRUST COMPANY, is the successor in interest to FEDERAL DEPOSIT INSURANCE CORPORATION; and

WHEREAS, ALLIED 1031 EXCHANGE, a Nevada corporation, dba ALLIED FORECLOSURE SERVICES, was substituted as Trustee under said Deed of Trust in the place and stead of STEWART TITLE OF DOUGLAS COUNTY, by document recorded February 22, 2010, as Document No. 759138, Official Records, Douglas County, Nevada; and

WHEREAS, a breach of the obligation for which such transfer in trust as security was made occurred in that default was made in the failure to pay the balance of principal and interest due on May 6, 2009, and in the failure to pay each payment of principal and interest that thereafter became due; and

WHEREAS, BRANCH BANKING AND TRUST COMPANY, executed and acknowledged a Notice of Default and Election To Sell the property described in said Deed of Trust to satisfy said indebtedness, and said Notice of Default and Election To Sell was recorded February 22, 2010, as Document No. 759139, Official Records, Douglas County, Nevada; and

WHEREAS, on February 25, 2010, a copy of said Notice of Default and Election To Sell was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, on April 15, 2010, a certificate was issued by the State of Nevada Foreclosure Mediation Program, authorizing the foreclosure process to continue, which certificate was recorded June 7, 2010, as Document No. 764858, Official Records, Douglas County, Nevada; and



WHEREAS, by direction of BRANCH BANKING AND TRUST COMPANY, the said ALLIED 1031 EXCHANGE, dba ALLIED FORECLOSURE SERVICES, Trustee, gave due and legal notice in each and every manner required by said Deed of Trust and provided by law that it would on the 29th day of June, 2010, at the hour of 11:00 o'clock A.M., sell at the Douglas County Courthouse located at 1625 8th Street, in Minden, Nevada, at public auction to the highest cash bidder in lawful money of the United States of America, the realty described in said Deed of Trust to satisfy the indebtedness due under said Deed of Trust and the Promissory Note secured by it; that said Notice of Sale was recorded on June 7, 2010, as Document No. 764859, Official Records, Douglas County, Nevada; that said Notice of Sale was published in the Record Courier in its issues dated June 4, 2010, June 11, 2010 and June 18, 2010, and said Notice of Sale was posted in three public places, in Minden, Nevada, namely, at the Douglas County Court House, Douglas Sheriff Station and Douglas Building Department, on May 26, 2010; and at the time and place appointed for said sale, by proclamation, the time of the holding of said sale was continued to July 29, 2010, at the hour of 11:00 o'clock A.M.; and

WHEREAS, on May 28, 2010 a copy of said Notice of Sale was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, the beneficial interest of BRANCH BANKING AND TRUST COMPANY, under said Deed of Trust, and the note secured thereby, was assigned to EAGLE SPE NV I., INC., a North Carolina corporation, by document recorded July 23, 2010, as Document No. 0767501, Official Records, Douglas County, Nevada; and

WHEREAS, at the time and place so set for said sale said party of the second part did bid the sum of FOUR HUNDRED FIFTY FOUR THOUSAND and 00/100 DOLLARS (\$454,000.00) for said property, and said sum was the highest and best bid therefor;

NOW, THEREFORE, for and in consideration of the said sum of \$454,000.00, the said party of the first part, as Trustee, under and by virtue of the authority vested in it by said Deed of Trust, does hereby grant, bargain, sell and convey, without warranty, unto the party of the second part, and to its successors, and assigns, all that certain real



property situate in Douglas County, State of Nevada, that is described as follows:

Being a portion of Southwest 1/4 of Section 3, Township 12 North, Range 20 East, further described as follows:

Parcel 3 of Parcel map LDA 99-053, for HERBIG PROPERTIES LIMITED filed for record in the office of the County Recorder of Douglas County, State of Nevada on September 14, 1999, Book 999, Page 2558, as Document No. 476559 and by Certificate of Amendment recorded November 3, 2000, in Book 1100, at Page 468, as Document No. 502690, Douglas County, Nevada records.

TOGETHER WITH, all equipment, fixtures, mobile homes, manufactured homes or modular homes which have not been legally acceded to the real property in accordance with Nevada law, and other articles of personal property attached or affixed to or used in the operation of the Real Property described above; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this conveyance to be executed the day and year first above written.

ALLIED 1031 EXCHANGE, dba
ALLIED FORECLOSURE SERVICES

By: *Geneva Martinkus*
GENEVA MARTINKUS

Its: Secretary



STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on
August 24, 2010, by Geneva Martinkus as
secretary of ALLIED 1031 EXCHANGE, dba ALLIED
FORECLOSURE SERVICES.

Shelli Lindsay
Notary Public

