

DOC # 781887  
04/21/2011 12:08PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE PAS  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-411 PG-3874 RPTT: 0.00



APN: 1320-30-301-002

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:  
First American Title Company  
2490 Paseo Verde Parkway, Ste.100  
Henderson, NV 89074

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Trustee Sale No. 2405427-RMD

**NOTICE OF TRUSTEE'S SALE**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED NOVEMBER 15, 2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

On **May 25, 2011** at **01:00 P.M.** **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California Corporation as the duly appointed Trustee under and pursuant to a Deed of Trust Recorded on **November 21, 2007**, as Document No. **713473** of official records in the Office of the Recorder of Douglas County, State of Nevada executed by: **LEXAR PROPERTIES, LLC**, a California limited liability company as Trustor, **PACIFIC CAPITAL BANK, N.A.**, a national banking association, doing business as **South Valley National Bank**, as original Beneficiary, **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH** (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by state or federal credit union or a cashier's check drawn by state or federal savings and loan association, savings association, or savings bank) all right, title, and interest conveyed to and now held by the Trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be *made*, but without covenant or warranty expressed or implied regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.



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In addition, as provided in the Nevada Uniform Commercial Code, the trustee, for the benefit of the Beneficiary, as the secured party, shall cause the personal property collateral and rights described in such Deed of Trust in which the Beneficiary was granted a lien and security interest pursuant to such Deed of Trust to be sold in connection with, and at the same time and place as, the real property.

Place of Sale; At the 8<sup>th</sup> Street entrance to the County Courthouse, 1616 Eighth Street, Minden, Nevada 89423.

Legal Description: **SEE EXHIBIT "A" ATTACHED HERETO FOR COMPLETE LEGAL DESCRIPTION.**

The street address and other common designation, if any, of the real property described above is purported to be: **APN: 1320-30-301-002**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, express or implied, regarding title, possession, encumbrances, condition, suitability for a particular purpose or the location or existence of any personal property, to satisfy the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fee, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to wit:

Amount of unpaid balance and other charges: **\$1,145,465.31** (Estimated).

**Accrued interest and additional advances, if any, will increase this figure prior to sale. The beneficiary may elect to bid less than their full credit bid.**

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

**THIS PROPERTY IS SOLD AS-IS, LENDER/BENEFICIARY IS UNABLE TO VALIDATE THE CONDITION, DEFECTS OR DISCLOSURE ISSUES OF SAID PROPERTY AND BUYER WAIVES THE DISCLOSURE REQUIREMENTS UNDER NRS 113.130 BY PURCHASING AT THIS SALE AND SIGNING RECEIPT.**





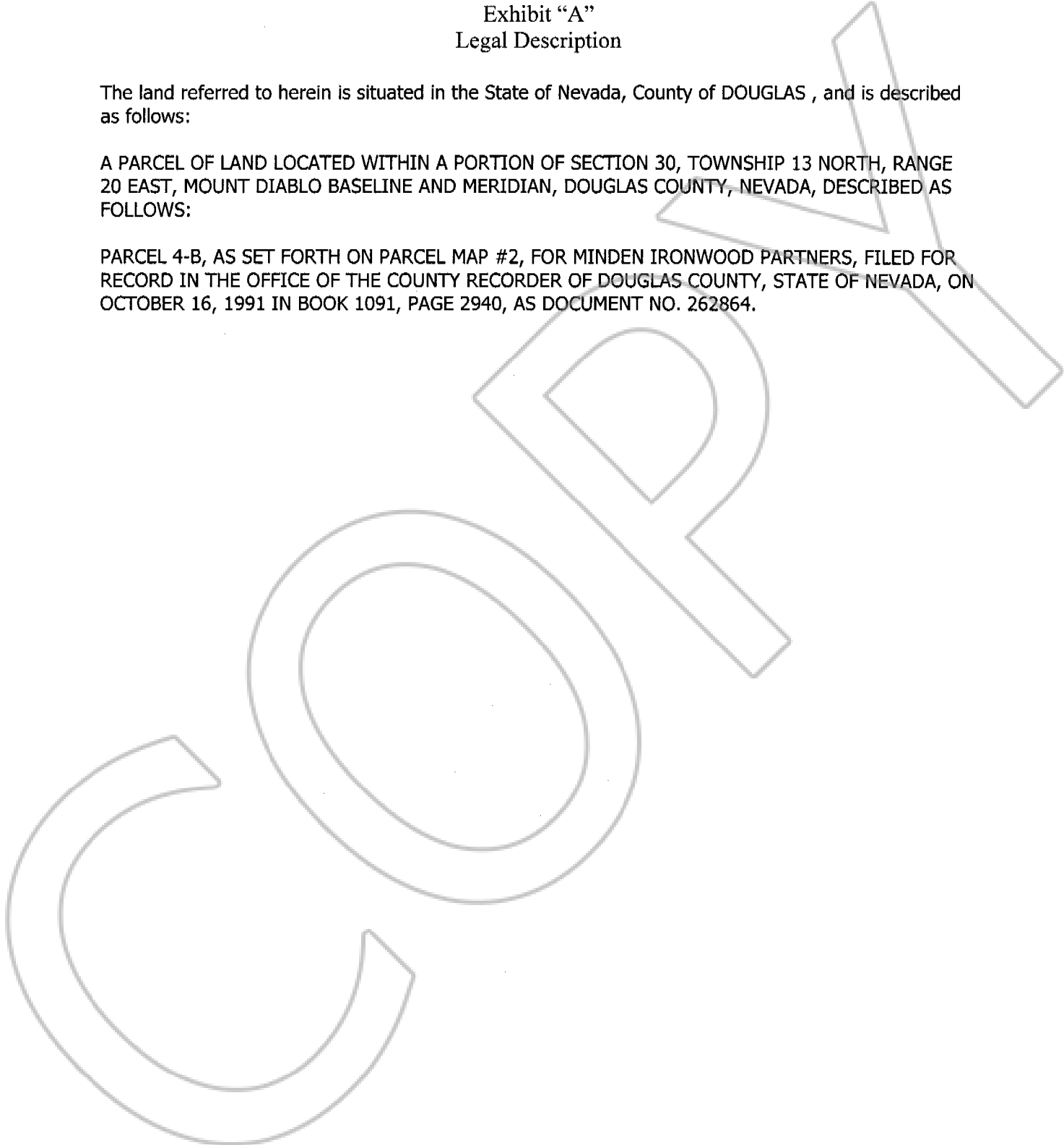
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Exhibit "A"  
Legal Description

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

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 4-B, AS SET FORTH ON PARCEL MAP #2, FOR MINDEN IRONWOOD PARTNERS, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 16, 1991 IN BOOK 1091, PAGE 2940, AS DOCUMENT NO. 262864.





**Exhibit B**

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described in Exhibit "A" of this Notice of Trustee's Sale and incorporated by reference herein between **LEXAR PROPERTIES, LLC, a California Limited Liability Company** ("Trustor") and **PACIFIC CAPITAL BANK, N.A., a national banking association, doing business as South Valley National Bank** ("Beneficiary"), which real property and Improvements are collectively referred to herein as the "Subject Property" together with all rents (to the extent, if any, they are not real property); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Subject Property or any business conducted thereon by Trustor all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all deposits or other security made with or given to utility companies by Trustor with respect to the Subject Property; all advance payments of insurance premiums made by Trustor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; together with all books, records and files relating to any of the foregoing.