



A. P. No. 1320-33-402-064  
No. 34952-FCL

R.P.T.T. \$1,043.25

When recorded mail to:  
EWCP NOTE FUND I LLC  
3416 Via Oporto Ste 301  
New Port Beach, CA 92663

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 May 18, 2011, by and between WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, as Trustee, party of the first part, and EWCP NOTE FUND I LLC, a California limited liability company, party of the second part, whose address is: \_\_\_\_\_  
3416 Via Oporto Ste 301 New Port Beach CA 92663

**W I T N E S S E T H:**

WHEREAS, DENNIS KEEFE, an unmarried man, executed a Promissory Note payable to the order of NEVADA STATE BANK in the principal sum of \$422,000.00, and bearing interest, and as security for the payment of said Promissory Note said DENNIS KEEFE, an unmarried man, as Trustor, executed a certain Deed of Trust to FIRST AMERICAN TITLE COMPANY OF NEVADA, Trustee for NEVADA STATE BANK, Beneficiary, which Deed of Trust was dated January 17, 2003, and was recorded January 31, 2003, as Document No. 565852, Official Records, Douglas County, Nevada; and



WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, was substituted as Trustee in the place and stead of FIRST AMERICAN TITLE COMPANY OF NEVADA, by document recorded August 18, 2010, as Document No. 768848, 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 installment of principal and interest due on May 20, 2010, and in the failure to pay each payment of principal and interest that thereafter became due; and

WHEREAS, NEVADA STATE BANK 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 August 18, 2010, as Document No. 768849, Official Records, Douglas County, Nevada; and

WHEREAS, on August 20, 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, the beneficial interest of NEVADA STATE BANK was assigned to EWCP NOTE FUND I LLC, a California limited liability company, as evidenced by that certain Assignment of Deed of Trust and Assignment of Rents recorded April 5, 2011, as Document No. 781055, Official Records, Douglas County, Nevada; and

WHEREAS, by direction of EWCP NOTE FUND I LLC, the said WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, 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 18th day of May, 2011, at the hour of 1:00 o'clock P.M., at the entrance to the Douglas County Courthouse, located 1625 8<sup>th</sup> 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 April 25, 2011, as Document No. 782050, Official Records, Douglas County, Nevada; that said Notice of Sale was published in the Record Courier, in its issues dated April 22, 2011, April 29, 2011,



and May 6, 2011, and said Notice of Sale was posted in three public places, in Minden, Nevada, namely, at the Douglas County Administration Building, the Douglas County Human Resources Building, and the Douglas County Courthouse; on April 22, 2011; and

WHEREAS, on April 22, 2011, 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, at the time and place so set for said sale said party of the second part did bid the sum of TWO HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$267,500.00) for said property, and said sum was the highest and best bid therefor;

NOW, THEREFORE, for and in consideration of the said sum of \$267,500.00, 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:

That certain piece or parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Gardnerville, County of Douglas, State of Nevada, said parcel being more particularly described as metes and bounds as follows to wit:

Beginning at a point at the Southwesterly corner of the property on the original right-of-way line of Main Street 28.91 feet Easterly of and at right angles to the center line of the State Highway through Gardnerville, said POINT OF BEGINNING being further described as: bearing North 42°41'46" West, a distance of 752.00 feet from the so-called Dettling Monument to the Town of Gardnerville, which monument is described as bearing South 89°48'45" West, 3,960.40 feet from the Southeast corner of said Section 33; thence from the POINT OF BEGINNING North 44°59" West along the original right-of-way line of Main Street, a distance of 59.11 feet to a point at the Northwesterly corner of the property; thence North 46°25' East along the Southerly



side of the 13.50 foot alley way, a distance of 280.01 feet to the Northeasterly corner of the property; thence South 45°17'30" East, a distance of 55.00 feet to the Southeasterly corner of the property; thence South 45°39'10" West along the building and fence line, a distance of 187.50 feet to the property corner; thence South 43°40'42" East, a distance of 1.46 feet to the property corner, which is the Southeasterly corner of the brick-building; thence South 46°19'20" West along the brick-building and property line a distance of 92.78 feet to the POINT OF BEGINNING.

Said property is shown as Parcel 1 of the Record of Survey for Augustine Borda, recorded in the office of the County Recorder, Douglas County, Nevada, on February 21, 1949, in Book 1 of Maps.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 31, 2003, as Document No. 565851 of Official Records.

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

FURTHER 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; 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.

