

DOC # 795876
01/17/2012 10:49AM Deputy: SD
OFFICIAL RECORD
Requested By:
Stewart Title Las Vegas Wa
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$221.00
BK-112 PG-2625 RPTT: 0.00



WHEN RECORDED MAIL TO:
Stewart Default Services
7676 Hazard Center Drive, Suite 820
San Diego, California 92108

APN: 1420-06-802-002; 005; 006
TS No.: 10-00689
Loan No.: 1590R

The undersigned hereby affirms that there is no Social Security number contained in this document.

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: Stewart Default Services is the duly appointed Trustee under a Deed of Trust dated 1/23/2006, executed by John C. Serpa, "Non-Borrower Trustor"; DGD Development Limited Partnership, a Nevada limited partnership, as trustor in favor of Housing Capital Company, a Minnesota partnership, recorded 2/21/2006, under instrument no. 0668194, in book 0206, page 5844, together with any subsequent modification to such Deed of Trust and that certain Assignment and Assumption Agreement recorded 5/12/2011 as Document No. 783116, all of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations:

One Revolving Promissory Note for the Original sum of \$7,156,500.00, together with an Additional Advance Revolving Note for the Original sum of \$2,771,000.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The balance of principal and interest which became due on 9/13/2010, along with late charges, foreclosure fees and any costs for legal fees or advances that have become due. The beneficiary may elect, in its discretion, to exercise its rights and remedies in any manner permitted under Nevada Uniform Commercial Code (NRS Chapter 103), or any other applicable section, as to all or some of the personal property, fixtures and other general tangibles and intangibles more particularly described in the Deed of Trust.

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 duly appointed 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.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will



will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

COPY



T.S. No.: 10-00689

Loan No.: 1590R

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Housing Capital Company
C/O Stewart Default Services
7676 Hazard Center Drive, Suite 820
San Diego, California 92108
Phone: (888) 210-6524

Dated:12/27/2011

Stewart Default Services

By:

Ed Fontes, Trustee Sale Officer

State of California }ss
County of San Diego }

On 12/27/2011 before me, Linda C. Andreoli Notary Public, personally appeared Ed Fontes 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

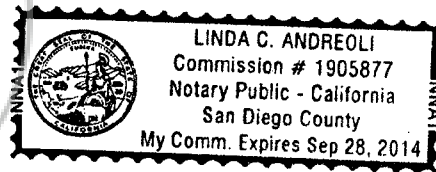




Exhibit
NRS 107.080 Compliance Affidavit

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Property Owners:
Caliber Jack, LLC, a Nevada limited liability
company

Trustee Address:
Stewart Default Services
7676 Hazard Center Drive, Suite 280
San Diego, California 92108

Property Address:
908 and 930 Jacks Valley Road & 3645 Vista
Grande Blvd., Douglas County, NV 89705

Deed of Trust Document Instrument
Number:
Recorded 2/21/2006, Instrument No.
0668194, in Book 0206, Page 5844

APNs: 1420-06-802-002; 1420-06-802-005;
1420-06-802-006

STATE OF CALIFORNIA)
)ss:
COUNTY OF San Mateo)

[TS # 10-00689; Loan # 1590R]

The affiant, Norma J. Avery, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the Sole Vice President of U.S. Bancorp Construction Funding, Inc., a Minnesota corporation, which is the Managing Partner of Housing Capital Company, a Minnesota partnership ("Current Beneficiary"), or authorized representative of Current Beneficiary, which is the current beneficiary under the deed of trust described in the notice of breach and default and of election to cause sale of real property under deed of trust to which this affidavit is attached ("Deed of Trust").

The following facts are, except where otherwise indicated, true of my own personal knowledge. Where the following facts are not based on my personal knowledge, they are based on: (i) my personal review of documents which are of public record in the State of Nevada; and/or (ii) my personal review of business records of the Current Beneficiary which have been represented to me to be true by persons employed by Current Beneficiary who have a business duty to Current Beneficiary to accurately make, take and maintain those records in the regular and ordinary course of their business duties:

1. The full name and business address of the trustee or the trustee's representative or assignee is:

Stewart Default Services
Full Name

7676 Hazard Center Drive, Ste. 820, San
Diego, CA 92108
Street, City, County, State, Zip



The full name and business address of the current holder of the note secured by the Deed of Trust is:

| | |
|---|--|
| Housing Capital Company, a Minnesota partnership | 1825 S. Grant Street, Ste. 630, San Mateo, CA 94402 |
| Full Name | Street, City, County, State, Zip |

The full name and business address of the current beneficiary of record of the Deed of Trust is:

| | |
|---|--|
| Housing Capital Company, a Minnesota partnership | 1825 S. Grant Street, Ste. 630, San Mateo, CA 94402 |
| Full Name | Street, City, County, State, Zip |

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

| | |
|---|--|
| Housing Capital Company, a Minnesota partnership | 1825 S. Grant Street, Ste. 630, San Mateo, CA 94402 |
| Full Name | Street, City, County, State, Zip |

2. The full name and last known business address of the current and every prior known beneficiary of the deed of trust, is:

| | |
|---|--|
| Housing Capital Company, a Minnesota partnership | 1825 S. Grant Street, Ste. 630, San Mateo, CA 94402 |
| Full Name | Street, City, County, State, Zip |

Housing Capital Company, a Minnesota partnership, was the original beneficiary and is the current beneficiary under the Deed of Trust. There were no unrecorded or recorded assignments or other conveyances of such beneficial interest.

3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.
4. The trustee has the authority to exercise the power of sale under Chapter 107 of NRS with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.
5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
 - a. The amount in default, as of the date of this Affidavit, is \$4,601,586.12.
 - b. The amount of fees and costs already charged to the debtor in connection with the exercise of power of sale is \$10,438.80 (this amount is already included in the Paragraph 5.a. default amount, above).



- c. The unpaid principal amount secured by the Deed of Trust is \$ 4,156,500.00 (which is included in the Paragraph 5.a. default amount, above, because the maturity date was September 13, 2010).
 - d. A good faith estimate of all fees and costs imposed and to be imposed because of the default, exclusive of the foreclosure fees and costs set forth in Paragraph 5.b., above, and Paragraph 5.e., below, is \$15,650.00.
 - e. A good faith estimate of the foreclosure costs and fees to be charged to the debtor in connection with the exercise of the power of sale, which are not already included in Paragraph 5.b., above, is \$3,101.10.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

| | | |
|------------------------|--|--|
| Recorded 02/21/2006 | Doc. #0668194, Book 0206, Page 5844 | Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing |
| Date | Document Instrument Number | Name of Document Conveying Interest of Beneficiary |

As stated above, Housing Capital Company, a Minnesota partnership, was the original beneficiary and is the current beneficiary under such Deed of Trust. There were no unrecorded or recorded assignments or other conveyances of such beneficial interest.



7. Following is the true and correct signature of the affiant:

Dated as of this 20th day of December, 2011.

Affiant:

Signature:  SVP

Print Name: NORMA J Avery

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2011, personally appeared before me, a Notary Public, in and for said County and State, _____, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



STATE OF CALIFORNIA)

COUNTY OF SAN MATEO)

On December 21, 2011, before me, Mary K. Swanson, a Notary Public, personally appeared Norma J. Avery, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary K Swanson
Signature of Notary Public

