

DOC # 797274
02/14/2012 08:45AM Deputy: SG
OFFICIAL RECORD
Requested By:
First Centennial - Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$219.00
BK-212 PG-2478 RPTT: 0.00



APN(s): 1318-23-314-003, 002, & 020

When Recorded Mail to:

Allied FCL Services
6121 Lakeside Drive, Ste. 150
Reno, NV. 89511

(Space Above For Recorder's Use Only)

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

NOTICE IS HEREBY GIVEN:

THAT First American Title Company of Nevada is duly appointed Trustee, under a Deed of Trust, dated December 13, 2005 and executed by Alfred R. Villalobos as Grantor, to secure certain obligations in favor of Colonial Bank, N.A., as Beneficiary, recorded December 13, 2005 as Document No.0663328, of Official Records of Douglas County, State of Nevada, including two Promissory Notes in the original principal amounts of \$600,000 and \$1,400,000.

That the Deed of Trust was modified pursuant to a Modification of Deed of Trust dated March 27, 2007, recorded March 28, 2007 as Document No.0697857 of Official Records of Douglas County, State of Nevada. An Assignment of Rents for these same obligations is recorded March 28, 2007 as Document No. 0697858 of Official Records of Douglas County, State of Nevada.

That the Federal Deposit Insurance Corporation was appointed the Receiver to liquidate and distribute the assets of Colonial Bank N.A.

That Branch Banking and Trust Company is the successor in interest to the Federal Deposit Insurance Corporation.

That the beneficial interest under such Deed of Trust and the obligation secured thereby are presently held by Branch Banking and Trust Company; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that:

The payment of principal and interest now due and owing has not been made.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to the duly appointed Substitute 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.

To determine if reinstatement is possible, and for the amount necessary to cure the default, contact Vic Nikonchuk at (775) 851-1027.



Pursuant to NRS 107.080, Trustor is afforded 35 days from the date this Notice is recorded to make good the aforementioned default. If this is an option Trustor wishes to pursue, please contact Branch Banking and Trust Company.

DATED: January 24, 2012

BRANCH BANKING AND TRUST COMPANY

By: *[Signature]*
Vic Nikonchuk

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on SANUARY 24, 2012

by VIC NIKONCHUK

[Signature]
NOTARY PUBLIC





Exhibit
NRS 107.080 Compliance Affidavit
Version 10/01/11 (issued 9/26/11)

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

Property Owners:

Alfred R. Villalobos

Trustee Address:

Allied Foreclosure Services
6121 Lakeside Dr. Suite 155
Reno, NV. 89511

Property Address:

295 Highway 50, Suite 16, 18, & 20
Zephyr Cove, NV. 89448

Deed of Trust Document Instrument
Number

0663328

STATE OF NEVADA)

) ss:

COUNTY OF WASHOE)

The affiant, Vic Nikonchuk, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

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

Allied Foreclosure Services

6121 Lakeside Dr. Suite 155
Reno, Nevada 89511



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

Branch Banking and Trust Company, 5455 Kietzke Lane, Suite B
a North Carolina banking corporation Reno, Nevada 89511

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

Branch Banking and Trust Company, 5455 Kietzke Lane, Suite B
a North Carolina banking corporation Reno, Nevada 89511

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

Branch Banking and Trust Company, 5455 Kietzke Lane, Suite B
a North Carolina banking corporation Reno, Nevada 89511

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

Branch Banking and Trust Company, 5455 Kietzke Lane, Suite B
a North Carolina banking corporation Reno, Nevada 89511

Federal Deposit Insurance Corporation, 1601 Bryan Street
in its capacity as Receiver for Colonial Bank Dallas, Texas 75201

Colonial Bank, N.A. 229 Kingsbury Grade
Stateline, NV. 89449

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:

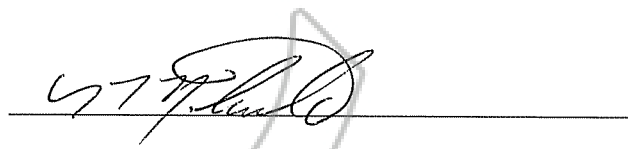
a. The amount of interest in default is: \$265,117.02 (as of January 13, 2012, with interest accruing at the rate of \$236.54 per day).



- b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$9,000.00.
 - c. The principle amount secured by the Deed of Trust is \$1,218,239.99.
 - d. A good faith estimate of all fees imposed and to be imposed because of the default is: (i) 2010 property taxes paid \$9,621.40, (ii) 1st, 2nd & 3rd quarter 2011 property taxes due paid \$6,146.03, (iii) appraisal & review fee estimated at \$12,000.00, (iv) environmental site assessment report fee in the estimated amount of \$2,500.00, (v) insurance coverage for 6 months at \$8,221.50 and (vi) attorney fees and costs in the estimated amount of \$2,500.00.
 - e. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is \$37,760.66
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:
- a. On or about August 14, 2009, Colonial Bank was closed by the State Banking Department of the State of Alabama and the Federal Deposit Insurance Corporation, an agency of the United States Government (the "FDIC"), was named receiver in order to liquidate and distribute the assets of Colonial Bank.
 - b. On or about August 14, 2009, the FDIC assigned all its rights, title and interest in, to and under the subject Promissory Note, Deed of Trust and all other loan documents related thereto to Branch Banking And Trust Company, a North Carolina banking corporation, pursuant to Assignment of Security Instruments And Other Loan Documents dated effective as of August 14, 2009, which was recorded on November 3, 2009, in Book 1109, Page 524, as Instrument No. 753246, in Official Records, Douglas County, Nevada.

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

Dated this 30th day of January, 2012



Vic Nikonchuk
AVP



STATE OF NEVADA)

) ss:

COUNTY OF WASHOE)

On this 30th day of January 2012, personally appeared before me, a Notary Public, in and for said County and State, Vic Nikonchuk, known to me to be the person described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Sandra Van Dover

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

