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OFFICIAL RECORD
Requested By:
Stewart Title Las Vegas Wa
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-312 PG-204 RPTT: 0.00



APN: 1319-30-544-000 thru 054
When recorded mail to:
Stewart Title of Nevada Holdings, Inc
376 E. Warm Springs Road #190
Las Vegas, Nevada 89119

**NOTICE OF TRUSTEE'S SALE
NO. 1043000-FCL**

As STEWART TITLE OF NEVADA HOLDINGS, INC, a Nevada corporation, dba Stewart Title of Nevada-Las Vegas Division, is the duly appointed trustee ("**Trustee**") under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing Statement, dated to be effective as of March 2, 2007, executed by BEHRINGER HARVARD LAKE TAHOE, LLC, a Nevada limited liability company, as "Grantor", in favor of Bank of America, N.A. as beneficiary ("**Beneficiary**") recorded in the Official Records of Douglas County, Nevada (the "**Official Records**") on March 5, 2007, in Book No. 0307, Page 1183 as Document No. 0696356 (as amended and modified, the "**Deed of Trust**") which Deed of Trust secures, among other obligations, a Promissory Note dated as of March 2, 2007, payable by Grantor to Beneficiary in the original stated principal amount of \$9,400,000.00 (as amended or modified, the "Note") and there has been a breach or default under said secured obligations, notice of which was recorded in the Official Records by the Beneficiary and the Trustee more than three months prior to the date hereof.

WHEREAS, Beneficiary has made demand upon said Trustee that said Trustee proceed to sell the land and premises herein described and conduct a unified foreclosure sale pursuant to the provisions of the Nevada Uniform Commercial Code (NRS Chapter 104) and to include in the non-judicial foreclosure of the estate described in this Notice of Trustee's Sale any and all personal property and fixtures described in the Deed of Trust and in any other instruments given, or caused to be given by Borrower in favor of the Beneficiary. Beneficiary reserves the right to revoke its election as to some or all of the personal property and/or fixtures, or to add additional personal property and/or fixtures to the elections herein expressed, at Beneficiary's sole election from time to time and to any time until the consummation of the Trustee's Sale to be conducted pursuant to the Deed of Trust.

Therefore, on March 28, 2012, at the hour of 11:00a.m., Trustee will sell at public auction, to the highest bidder for CASH, lawful money of the United States of America, at the front entrance of the Douglas County Judicial and Law Enforcement Building, located at 1625 8th Street, Minden, Nevada 89423, all right,



title and interest now held by it under said Deed of Trust in the property situated in the County of Douglas, State of Nevada, described as follows (the "Property"):

PARCEL 1:

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111 and 112
Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211 and 212
Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311 and 312
Units 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412 and Unit 500, as set forth on the 15th Amended Map for Tahoe Village Unit 1, being a subdivision of Lot 56, filed for record on February 6, 1997 in Book 0297, Page 667 as Document No. 406172, Official Records of Douglas County, State of Nevada.

APN's: 1319-30-544-001 through 1319-30-544-012;
1319-30-544-014 through 1319-30-544-025;
1319-30-544-027 through 1319-30-544-038;
1319-30-544-040 through 1319-30-544-051;
1319-30-544-053

PARCEL 2:

An undivided 49/49 interest in and to that portion of Lot 56 designated as Common Areas as set forth on the 15th Amended Map for Tahoe Village Unit 1, filed for record on February 6, 1997 in Book 0297, Page 667 as Document No. 406172, Official Records of Douglas County, State of Nevada, subsequently adjusted, Lot 56 being more particularly described as:

All that portion of Lot 56 of Tahoe Village Unit No. 1, 15th Amended Map, filed for record on February 6, 1997 as Document Number 406172, and that portion of the Common Area of Tahoe Village Unit No. 1, Amended Map, filed for record on December 7, 1971, as Document Number 55769, more particularly described as follows:

Beginning at a point which bears South 19°29'45" West 6.25 feet from the Southwest corner of Lot 56 of said Tahoe Village Unit No. 1, 15th Amended Map;

thence North 19°40'00" East 126.59 feet;
thence North 10°20'00" West 126.09 feet;
thence North 79°40'00" East 36.50 feet;
thence North 10°20'00" West 8.85 feet;
thence North 79°40'00" East 25.33 feet;
thence South 10°20'00" East 8.85 feet;
thence North 79°40'00" East 48.00 feet;
thence South 10°20'00" East 105.00 feet;
thence South 79°40'00" West 5.25 feet;
thence South 10°20'00" East 49.12 feet;
thence South 19°40'00" West 105.12 feet;
thence North 70°20'00" West 16.58 feet;
thence South 19°40'00" West 49.50 feet;



thence North 70°20'00" West 36.50 feet;
thence South 19°40'00" West 6.69 feet;
thence North 70°20'00" West 25.33 feet;
thence North 19°40'00" East 6.69 feet;
thence North 70°20'00" West 26.17 feet to the Point of Beginning.

Together with a portion of the Common Area of Tahoe Village Unit No. 1 and being more particularly described as follows:

Beginning at an angle point on the East line of Adjusted APN 1319-30-516-037 as shown on the Record of Survey Supporting a Boundary Line Adjustment for Millan Nevada, Inc., Document No. 0568319 of the Douglas County Recorder's Office, said point bears South 48°38'31" West 1835.38 feet from the Northeast corner of said Section 30;

thence South 19°40'00" West 43.25 feet;
thence North 70°20'00" West 16.58 feet to point on said East line of Adjusted APN 1319-30-516-037;
thence North 19°40'00" East along said East line, 43.25 feet;
thence South 70°20'00" East, continuing along said East line, 16.58 feet to the Point of Beginning.

APN's: 1319-30-544-000, 1319-30-544-013, 1319-30-544-026,
1319-30-544-039, 1319-30-544-052 and 1319-30-544-054

PARCEL 3:

An easement for ingress, egress, use and enjoyment within the Common Areas of Tahoe Village Units No. 1, 2 and 3 as established by the Declaration of Covenants, Conditions and Restrictions recorded July 26, 1989 in Book 0789, Page 3011 as Document No. 207446, Official Records of Douglas County, State of Nevada.

TOGETHER WITH, the improvements, fixtures and personal property located thereon or otherwise described in the Deed of Trust and all and singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

TOGETHER WITH, (i) any and all buildings, structures, improvements, alteration or appurtenances situated on the Land (collectively the "**Improvements**"); (ii) any and all Units and Common Elements, together with all rights and appurtenances to such Units and Common Elements, if any, established by the Declarations; (iii) any and all rights (but not the obligations or liabilities) of Grantor arising by virtue of the Declarations, whether as an Owner or Declarant (as such terms are defined in the Declarations, as applicable), including the right to vote (iv) all rights, estates, powers, privileges and interests of whatever kind or character appurtenant or incident to the foregoing; and (v) all right, title and interest of Grantor owned in and to (1) all common area and other use rights, tenements, hereditaments, streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress,



vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining or appurtenant to any of the Land or the Improvements; (2) any strips, or gores between the Land and abutting or adjacent properties; and (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all water and water rights or shares of stock evidencing water rights, timber, crops and mineral interests on or pertaining to the Land (the Land Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "**Premises**"); (b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), owned by Grantor, which are attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "**Accessories**," all of which were declared in the Deed of Trust to be permanent accessions to the Land); (c) all (i) plans and specifications for the Improvements; (ii) Grantor's rights but not liability for any breach by Grantor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness,), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, good will, software and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or related to any transactions related to the Premises or the Accessories (including but not limited to Grantor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Grantor authorized Lender to debit and/or credit payments due with respect to the Loan; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the




accessories (without derogation of Article 3 of the Deed of Trust); (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof, and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Grantor or in which Grantor can otherwise grant a security interest; and (d) all (i) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, title and interests referred to above, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (ii) all letter-of-credit right (whether or not the letter of credit is evidenced by a writing) Grantor now has relating to the properties, rights, titles and interests referred to in Section 1.3 of the Deed of Trust; (iii) all commercial tort claims Grantor has relating to the properties, rights, titles and interests referred to in Section 1.3 of the Deed of Trust; and (iv) other interests of every kind and character which Grantor has in, to or for the benefit of the properties, rights, titles and interests referred to in Section 1.3 of the Deed of Trust and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Grantor in any of the property referred to in Section 1.3 of the Deed of Trust is a leasehold estate, the Property shall include all other or additional title, estates, interests or rights which are owned by Grantor in or to the property demised under the lease creating the leasehold estate

All undefined capitalized terms used in the foregoing description of the Property will have the meanings ascribed to such terms in the Deed of Trust.

SAID SALE, will be made without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances to pay the unpaid principal balance of said Note, to wit \$8,925,000.00, with interest thereon, as in said Note provided, advances, if any, and costs of the trustee under the terms of said Deed of Trust will be additional.



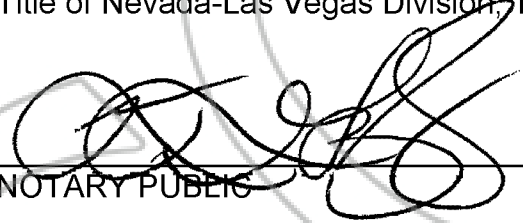
DATED: March 1, 2012
STEWART TITLE OF NEVADA HOLDINGS, INC
A Nevada corporation, doing business as Stewart
Title of Nevada Las Vegas Division

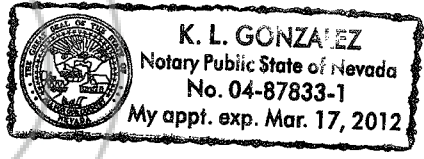
BY: 
MARY ROGERS HUNT
Vice President

Published in the Tahoe Tribune on
March 7, 2012; March 14th and March 21, 2012

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public on
3-1-2012, by Mary Rogers Hunt, Vice President of Stewart
Title of Nevada Holdings, Inc, a Nevada corporation, doing business as Stewart
Title of Nevada-Las Vegas Division, Trustee.


NOTARY PUBLIC



K.L. Gonzalez