

DOC # 800534
04/10/2012 10:13AM Deputy: SG
OFFICIAL RECORD
Requested By:
Stewart Title Las Vegas Wa
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-412 PG-2538 RPTT: 21522.15



RPTT \$21,522.15
APN: 1319-30-544-000 thru 054

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
600 Anton, Suite 100
Costa Mesa, CA 92626

TRUSTEE'S DEED UPON SALE

TRUSTEE SALE NO: 1043000-FCL

THIS INDENTURE, made March 28, 2012, between **STEWART TITLE OF NEVADA HOLDINGS, INC.**, dba Stewart Title of Nevada Las Vegas, as Trustee as hereinafter stated (herein, "Trustee"), and **BANK OF AMERICA, N.A., a national banking association** (herein, "Grantee" or "Beneficiary").

WHEREAS, BEHRINGER HARVARD LAKE TAHOE, LLC, a Nevada limited liability company (herein, "Borrower" or "Grantor"), by Deed of Trust, Assignment of Rents and Leases, Security Agreement Fixture Filing and Financing Statement, dated to be effective as of March 2, 2007, and recorded on March 5, 2007, as Document No. 0696356, in Book 0307, Page 1183 in the Official Records of the Office of the County Recorder of Douglas County, State of Nevada ("Official Records"), as modified or amended, if applicable (the "Deed of Trust"), did grant and convey originally to PRLAP, INC, as trustee, in favor of Beneficiary upon the trusts therein expressed, the property therein and hereinafter described, among other uses and purposes to secure the payment of that certain Deed of Trust Note, dated March 2, 2007 in the original principal amount of \$9,400,000.00 (the "Note") with interest and fees as therein provided, and other sums of money advanced, with interest thereon, to which reference is hereby made; and

WHEREAS, breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of Breach and Election to Sell Under Deed of Trust hereinafter referred to, to which reference is hereby made; and

WHEREAS, the Beneficiary or holder of said note did execute and deliver to Trustee written declaration of default and made demand for sale and thereafter there was filed for record on September 30, 2011, in the Official Records, a Notice of Default and Election to Sell Under Deed of Trust to cause Trustee to sell said property to satisfy the obligations secured by said Deed of Trust, which Notice was recorded as Document No. 790352 in Book 911, Page 5640 in said Official Records; and

WHEREAS, Trustee, in consequence of said election, declaration of default, and demand for sale, and in compliance with said Deed of Trust and with the statutes in such cases made and provided, made and published three (3) times, once each week for three (3) consecutive weeks, before the date of sale therein fixed in a newspaper of general circulation in the county and state in which the premises to be sold are situated, Notice of Trustee's Sale as required by law, containing a correct description of the property to be sold and stating that the Trustee would under the provisions of said Deed of Trust sell the property therein and herein described at public auction to the highest bidder for cash in lawful money of the United States on March 28, 2012, at the hour of 11:00 A.M. of said day, at the front entrance of the Douglas County Judicial and Law Enforcement Building, located at 1625 8th Street, Minden, Nevada 89423; and



WHEREAS, one (1) true and correct copy of said Notice of Sale was posted in one (1) public place in the township or city where the property is situated and where the property is to be sold, for not less than twenty (20) days successively before the date of sale therein fixed; and

WHEREAS, compliance having been made with all of the statutory provisions of the State of Nevada and with all of the provisions of said Deed of Trust as to the acts to be performed and notices to be given, said Trustee, at such time and place did then and there at public auction sell the property hereinafter described to Grantee for the sum of FIVE MILLION, FIVE HUNDRED EIGHTEEN THOUSAND, ONE HUNDRED SEVENTY ONE DOLLARS (\$5,518,171.00), Grantee being the highest and best bidder therefor.

NOW, THEREFORE, Trustee, in consideration of the premises recited and the sum herein mentioned bid and paid by Grantee, the receipt of which is hereby acknowledged, and by virtue of these premises, does GRANT AND CONVEY, but without warranty or covenants, express or implied, unto said Grantee all right, title and interest under said Deed of Trust in that certain property situated in the County of Douglas, State of Nevada, described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF

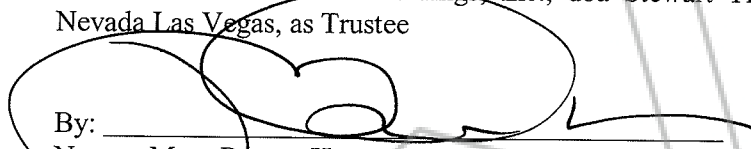
Together with any and all singular improvements, fixtures, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Trustee has this day caused its corporate name to be affixed hereto and this instrument to be executed by its authorized officers.

Stewart Title of Nevada Holdings, Inc., dba Stewart Title of Nevada Las Vegas, as Trustee

By: 
Name: Mary Rogers Hunt
Title: Vice President

STATE OF: NEVADA
COUNTY OF: CLARK

This instrument was acknowledged before me on March 28, 2012 by Mary Rogers Hunt, as Vice President of Stewart Title of Nevada Holdings, Inc., dba Stewart Title of Nevada Las Vegas.

see attached

Printed Name
Notary Public
My Commission Expires: _____



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public,
by Mary Rogers Hunt, as Vice President of Stewart Title of Nevada
Holdings, Inc, on 3-28, 2012

NOTARY PUBLIC

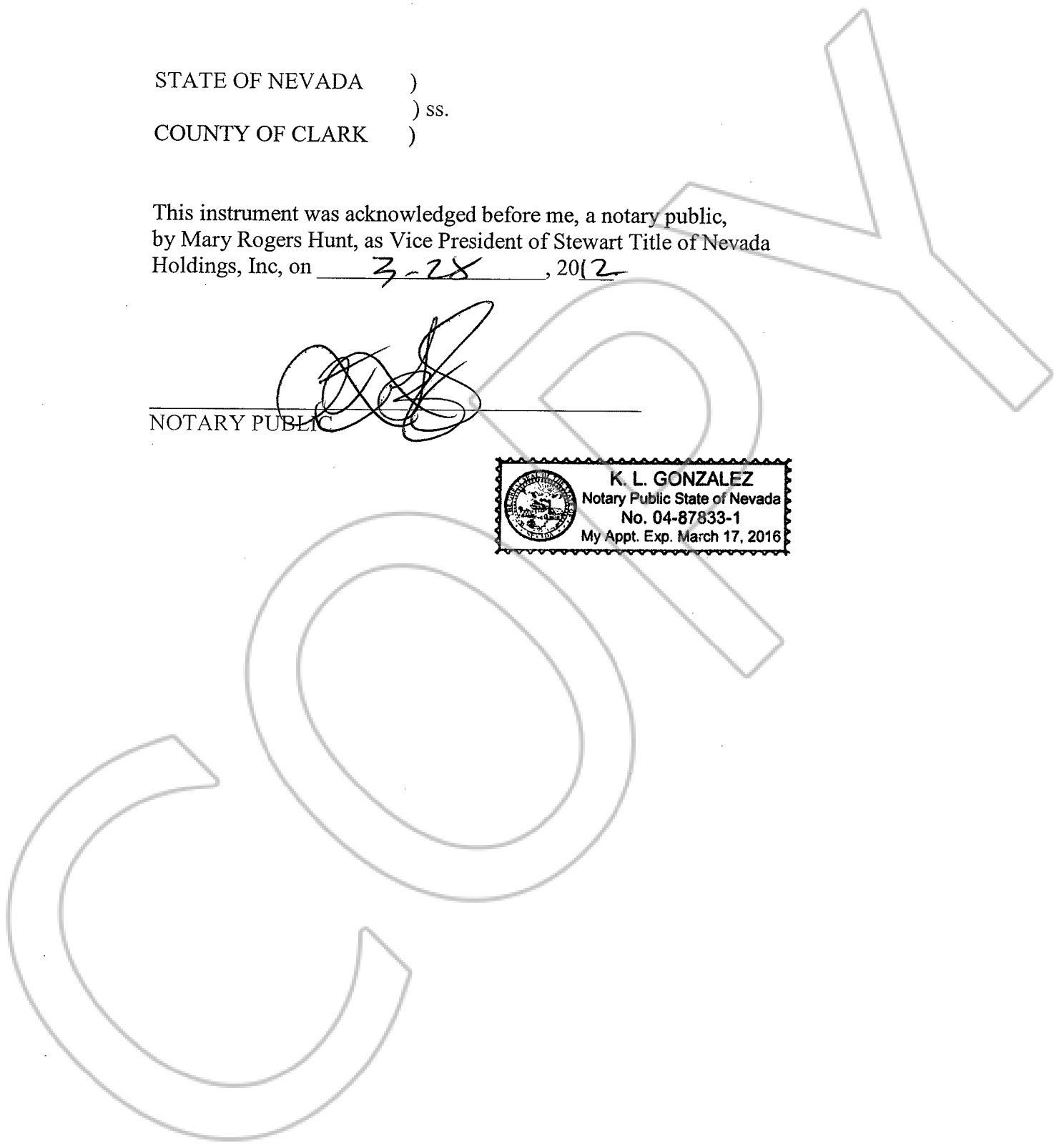
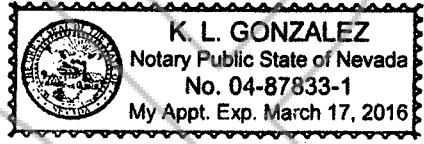




EXHIBIT A

LEGAL DESCRIPTION

Description of 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.

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.

The foregoing parcel is referred to as the "**Land**".

The Land together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "**Improvements**");

The Land 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.

COOPER