



APN# : 16-364-26 & 16-364-27
1220-04-602-012, 1320-30-601-009
1320-30-702-024, 1320-30-702-025
1320-30-702-026, 1320-30-702-027
1320-30-702-028, 1320-30-702-029

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 046892-FCL

When Recorded Mail To:
Western Title Co.
5390 Kietzke Lane # 101
Reno, NV 89511

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature



Joy M. Taghiof

Foreclosure Officer

Notice of Default

**** Recorded in Lyon County as document # 491073 now recording in
Douglas County ****



BK 512
PG-2952

802323 Page: 2 of 19 05/14/2012

DOC# 491073
05/14/2012 12:00PM

Official Record

Requested By
WESTERN TITLE COMPANY

Lyon County - NV

Mary C. Milligan - Recorder

Page: 1 of 9 Fee: \$247.00
Recorded By DLW RPTT: \$0.00



0491073

A. P. No. 16-364-26 & 16-364-27
1220-04-602-012, 1320-30-601-009,
1320-30-702-024, 1320-30-702-025,
1320-30-702-026, 1320-30-702-027,
1320-30-702-028, 1320-30-702-029

Foreclosure No. 46892-FCL
46893-FCL

When recorded mail to:
Western Title Company, LLC
5390 Kietzke Lane, #101
Reno, NV 89511

**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.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**
(Lyon County and Douglas County)

TO WHOM IT MAY CONCERN:

WHEREAS, on February 1, 2007, BEDFORD INVESTMENTS, LLC, a Nevada limited liability company (as to Parcels A and B), GTEB, LLC, a Nevada limited liability company (as to Parcel C), and NEVADA NORTHWEST, LLC, a Nevada limited liability company (as to Parcels D, E, F, G, H, I and J), executed as Trustor a Deed of Trust wherein WESTERN TITLE COMPANY, INC., a Nevada corporation, is Trustee for IRWIN UNION BANK AND TRUST COMPANY, a Corporation, Beneficiary, as security for the payment of a Promissory Note dated November 20, 2007 (which is an Amended and Restated Revolving Term Promissory Note) made, executed and delivered by NEVADA NORTHWEST, LLC, a Nevada limited liability company, and BEDFORD PROPERTIES MANAGEMENT CO., LLC, a Nevada limited liability company, which said Deed of Trust was recorded February 2, 2007, as Document No. 399912, Official Records, Lyon County, Nevada, and on February 2, 2007, as Document No. 0694200, Official Records, Douglas County, Nevada; and



WHEREAS, the terms of said Deed of Trust were amended to reflect a boundary line adjustment between the parcels secured by said Deed of Trust pursuant to that certain Amendment to Deed of Trust and Assignment of Rents recorded on November 27, 2007, as Document No. 417234, Official Records, Lyon County, Nevada, and on November 27, 2007, as Document No. 0713745, Official Records, Douglas County, Nevada; and

WHEREAS, the beneficial interest in the Deed of Trust and the Promissory Note secured thereby was assigned to RADC/CADC VENTURE 2010-2, LLC, a Delaware limited liability company, as evidenced by that certain Assignment of Real Estate Deeds of Trust recorded May 20, 2011, as Document No. 476641, Official Records, Lyon County, Nevada, and on April 1, 2011, as Document No. 0780948, Official Records, Douglas County, Nevada; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust; and

WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, is the successor in interest to WESTERN TITLE COMPANY, INC., a Nevada corporation; and

WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the undersigned; and

WHEREAS, the principal of the foregoing note, together with accrued interest, was all due and payable on November 30, 2011; however, on the date of maturity of said note, Beneficiary did not demand the payment in full of same, but rather, allowed the makers to continue with the monthly installments provided therein; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on March 30, 2011, and in the failure to pay each such monthly installment that thereafter became due, and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor,



whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Western Title Company, LLC, 5390 Kietzke Lane, #101, Reno NV 89511; Telephone No. (775) 850-7176, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale which is hereby incorporated herein by this reference.

DATED: *[Signature]*, 2012.

March 5th

RADC/CADC VENTURE 2010-2, LLC,
a Delaware limited liability
company

By: COLFIN 2011 ADC FUDING,
LLC,
Its: Manager

By: *[Signature]*
Its: *Authorized Agent*



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 5, 2012 before me, Karen Patten, then Notary Public
(Here insert name and title of the officer)

personally appeared Perry Hariri

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.

Karen Patten

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Notice of Default

(Title or description of attached document)

Title or description continued

(Title or description of attached document continued)

Number of Pages 03 Document Date 3/05/2012

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other Manager

(Title)

A. P. No. 16-364-26 & 16-364-27
1220-04-602-012, 1320-30-601-009,
1320-30-702-024, 1320-30-702-025,
1320-30-702-026, 1320-30-702-027,
1320-30-702-028, 1320-30-702-029

Foreclosure No. 46892-FCL
46893-FCL

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE
(NRS 107.080 Compliance Affidavit)**

Property Owners:
Bedford Investments, LLC

Trustee Address:
Western Title Company, LLC
5390 Kietzke Lane, #101
Reno, NV 89511

Property Address:
125 EVANS AVENUE, DAYTON, NV
1301 HIGHWAY 395, GARDNERVILLE, NV
Highway 395 AND HIGHWAY 88, GARDNERVILLE, NV

Deed of Trust Document
Instrument Number:
399912-Lyon County
0694200-Douglas County

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)
)
) SS:

The affiant, PERRY HANIRI as
Authorized Agent, of/for RADC/CADC VENTURE
2010-2, LLC, a Delaware limited liability company,
being first duly sworn upon oath, based on personal
knowledge, and under penalty of perjury attests that I
am the authorized representative of the beneficiary,
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:

Western Title Company, LLC
5390 Kietzke Lane, #101
Reno, NV 89511

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

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6th FLOOR
SANTA MONICA, CA 90404

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

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6th FLOOR
SANTA MONICA, CA 90404

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

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6th FLOOR
SANTA MONICA, CA 90404

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



~~IRWIN UNION BANK AND TRUST
COMPANY~~

~~_____
_____~~

RADC/CADC VENTURE 2010-2, LLC

2450 BROADWAY, 6TH FLOOR

SANTA MONICA, CA 90404

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 missed payments and interest in default is \$ 1,151,625.
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$ 1,600.
 - c. The principal amount secured by the Deed of Trust is \$9,000,000.00.



- d. A good faith estimate of all fees imposed and to be imposed because of the default is \$ n/a.
- 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 \$28,000.00.
- 6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

The beneficial interest in the Deed of Trust and the Promissory Note secured thereby was assigned to RADC/CADC VENTURE 2010-2, LLC, a Delaware limited liability company, as evidenced by that certain Assignment of Real Estate Deeds of Trust recorded May 20, 2011, as Document No. 476641, Official Records, Lyon County, Nevada, and on April 1, 2011, as Document No. 0780948, Official Records, Douglas County, Nevada.

- 7. The affiant acknowledges that he/she understands that recording a false affidavit that he/she knows or has reason to know is forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felon in the State of Nevada, under NRS 205.395:

Dated this 14th day of February, 2012. March 14

Affiant Name: RADC/CADC VENTURE 2010-2, LLC

Signed By: [Signature]

Print Name: PERRY HARIRI



Jurat

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5 day of March,

20 12 by Perry Hariri

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Karen Patten

Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Authority to Exercise Power of Sale
(Title or description of attached document)

Document title or description continued
(Title or description of attached document continued)

Number of Pages 04 Document Date 3/05/2012

(Additional information)

Example of an oath or affirmation to be asked by the notary prior to signing: "Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?" (The affiant must reply affirmatively.)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document



Recorded Electronically
ID 491073
County LYON
Date 5.14.12 Time 12:00
Simplifile.com 800.460.5857

A. P. No. 16-364-26 & 16-364-27
1220-04-602-012, 1320-30-601-009,
1320-30-702-024, 1320-30-702-025,
1320-30-702-026, 1320-30-702-027,
1320-30-702-028, 1320-30-702-029

Foreclosure No. 46892-FCL
46893-FCL

When recorded mail to:
Western Title Company, LLC
5390 Kietzke Lane, #101
Reno, NV 89511

**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.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**
(Lyon County and Douglas County)

TO WHOM IT MAY CONCERN:

WHEREAS, on February 1, 2007, BEDFORD INVESTMENTS, LLC, a Nevada limited liability company (as to Parcels A and B), GTEB, LLC, a Nevada limited liability company (as to Parcel C), and NEVADA NORTHWEST, LLC, a Nevada limited liability company (as to Parcels D, E, F, G, H, I and J), executed as Trustor a Deed of Trust wherein WESTERN TITLE COMPANY, INC., a Nevada corporation, is Trustee for IRWIN UNION BANK AND TRUST COMPANY, a Corporation, Beneficiary, as security for the payment of a Promissory Note dated November 20, 2007 (which is an Amended and Restated Revolving Term Promissory Note) made, executed and delivered by NEVADA NORTHWEST, LLC, a Nevada limited liability company, and BEDFORD PROPERTIES MANAGEMENT CO., LLC, a Nevada limited liability company, which said Deed of Trust was recorded February 2, 2007, as Document No. 399912, Official Records, Lyon County, Nevada, and on February 2, 2007, as Document No. 0694200, Official Records, Douglas County, Nevada; and



WHEREAS, the terms of said Deed of Trust were amended to reflect a boundary line adjustment between the parcels secured by said Deed of Trust pursuant to that certain Amendment to Deed of Trust and Assignment of Rents recorded on November 27, 2007, as Document No. 417234, Official Records, Lyon County, Nevada, and on November 27, 2007, as Document No. 0713745, Official Records, Douglas County, Nevada; and

WHEREAS, the beneficial interest in the Deed of Trust and the Promissory Note secured thereby was assigned to RADC/CADC VENTURE 2010-2, LLC, a Delaware limited liability company, as evidenced by that certain Assignment of Real Estate Deeds of Trust recorded May 20, 2011, as Document No. 476641, Official Records, Lyon County, Nevada, and on April 1, 2011, as Document No. 0780948, Official Records, Douglas County, Nevada; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note secured by the Deed of Trust; and

WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, is the successor in interest to WESTERN TITLE COMPANY, INC., a Nevada corporation; and

WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the undersigned; and

WHEREAS, the principal of the foregoing note, together with accrued interest, was all due and payable on November 30, 2011; however, on the date of maturity of said note, Beneficiary did not demand the payment in full of same, but rather, allowed the makers to continue with the monthly installments provided therein; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on March 30, 2011, and in the failure to pay each such monthly installment that thereafter became due, and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor,



whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Western Title Company, LLC, 5390 Kietzke Lane, #101, Reno NV 89511, Telephone No. (775) 850-7176, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale which is hereby incorporated herein by this reference.

DATED: March 5th 2012, 2012.

March 5th

RADC/CADC VENTURE 2010-2, LLC,
a Delaware limited liability
company

By: COLFIN 2011 ADC FUDING,
LLC,
Its: Manager

By: [Signature]
Its: Authorized Agent



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 5, 2012 before me, Karen Patten, then Notary Public
(Here insert name and title of the officer)

personally appeared Perry Harii

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.

Karen Patten

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Notice of Default

(Title or description of attached document)

Title or description continued

(Title or description of attached document continued)

Number of Pages 03 Document Date 3/05/2012

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other Manager



A. P. No. 16-364-26 & 16-364-27
1220-04-602-012, 1320-30-601-009,
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1320-30-702-028, 1320-30-702-029

Foreclosure No. 46892-FCL
46893-FCL

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE
(NRS 107.080 Compliance Affidavit)**

Property Owners:
Bedford Investments, LLC

Trustee Address:
Western Title Company, LLC
5390 Kietzke Lane, #101
Reno, NV 89511

Property Address:
125 EVANS AVENUE, DAYTON, NV
1301 HIGHWAY 395, GARDNERVILLE, NV
HIGHWAY 395 AND HIGHWAY 88, GARDNERVILLE, NV

Deed of Trust Document
Instrument Number:
399912-Lyon County
0694200-Douglas County

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss:

The affiant, PERRY HARIRI as
Authorized Agent of/for RADC/CADC VENTURE
2010-2, LLC, a Delaware limited liability company,
being first duly sworn upon oath, based on personal
knowledge, and under penalty of perjury attests that I
am the authorized representative of the beneficiary,
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:

Western Title Company, LLC
 5390 Kietzke Lane, #101
 Reno, NV 89511

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

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6th FLOOR
SANTA MONICA, CA 90404

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

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6th FLOOR
SANTA MONICA, CA 90404

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

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6th FLOOR
SANTA MONICA, CA 90404

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



~~IRWIN UNION BANK AND TRUST
COMPANY~~

~~_____
_____~~

RADC/CADC VENTURE 2010-2, LLC
2450 BROADWAY, 6TH FLOOR
SANTA MONICA, CA 90404

- 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 missed payments and interest in default is \$ 1,151,625.
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$ 1,600.
 - c. The principal amount secured by the Deed of Trust is \$9,000,000.00.



- d. A good faith estimate of all fees imposed and to be imposed because of the default is \$ n/a.
- 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 \$28,000.00.
- 6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

The beneficial interest in the Deed of Trust and the Promissory Note secured thereby was assigned to RADC/CADC VENTURE 2010-2, LLC, a Delaware limited liability company, as evidenced by that certain Assignment of Real Estate Deeds of Trust recorded May 20, 2011, as Document No. 476641, Official Records, Lyon County, Nevada, and on April 1, 2011, as Document No. 0780948, Official Records, Douglas County, Nevada.

- 7. The affiant acknowledges that he/she understands that recording a false affidavit that he/she knows or has reason to know if forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felon in the State of Nevada, under NRS 205.395:

Dated this ¹⁴~~13~~ day of ^{March}~~February~~, 2012.

Affiant Name: RADC / CADC VENTURE 2010-2, LLC

Signed By: *Perry Hariri*

Print Name: PERRY HARIRI



Jurat

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5 day of March,

20 12 by Perry Hariri

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Karen Patten

Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Authority to Exercise Power of Sale

(Title or description of attached document)

Document title or description continued

(Title or description of attached document continued)

Number of Pages 04 Document Date 3/05/2012

(Additional information)

Example of an oath or affirmation to be asked by the notary prior to signing: "Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?" (The affiant must reply affirmatively.)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document