

DOC # 803168
05/30/2012 12:35PM Deputy: PK
OFFICIAL RECORD
Requested By:
First Centennial - Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$220.00
BK-512 PG-6585 RPTT: 0.00



A. P. No. 1320-08-410-033
Foreclosure No. 17531

When recorded mail to:
Allied Foreclosure Services
6121 Lakeside Drive, #155
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**

TO WHOM IT MAY CONCERN:

WHEREAS, on September 7, 2005, GTO HOLDINGS LLC, a Nevada limited liability company, executed as Trustor a Deed of Trust wherein WESTERN TITLE COMPANY, INC., a Nevada corporation, is Trustee for AL SHANKLE and SUSAN SHANKLE, husband and wife, Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on September 7, 2005, which said Deed of Trust was recorded September 13, 2005, as Document No. 0654933, Official Records, Douglas County, Nevada; and

WHEREAS, there have been no endorsements to the Note or Assignments of the beneficial interest of the Deed of Trust; and

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

WHEREAS, ALLIED 1031 EXCHANGE, a Nevada corporation, dba ALLIED FORECLOSURE SERVICES, was substituted as Trustee under said Deed of Trust, in the place and stead of WESTERN TITLE COMPANY, INC., by document recorded concurrently herewith; and



WHEREAS, ALLIED 1031 EXCHANGE, a Nevada corporation, dba ALLIED FORECLOSURE SERVICES, 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 September 13, 2010; 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 interest due on October 13, 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 have 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 have elected to sell or cause to be sold the real property commonly known as 2222 Park Place 1C, Minden, Nevada, and 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 Foreclosure Office of Allied Foreclosure Services, 6121 Lakeside Drive, #155, Reno, Nevada 89511, Telephone No. (775) 851-0881, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.



A. P. No. 1320-08-410-033
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**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE
(NRS 107.080 Compliance Affidavit)**

Property Owners:
GTO Holdings, LLC

Property Address:
2222 Park Place 1C
Minden, Nevada

Trustee Address:
Allied Foreclosure Services
6121 Lakeside Drive, #155
Reno, NV 89511
Deed of Trust Document
Instrument Number:
0654933

STATE OF Nevada)
) ss:
COUNTY OF Douglas)

The affiant, AL SHANKLE and SUSAN SHANKLE, husband and wife, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that we are the beneficiaries of the deed of trust described in the Notice of Default and Election to Sell to which this affidavit is attached ("Deed of Trust").

We 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 Drive, #155
Reno, NV 89511



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

AL SHANKLE and SUSAN SHANKLE

2248 Meridian Blvd., Ste. D
Minden, NV 89423

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

AL SHANKLE and SUSAN SHANKLE

Same

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

AL SHANKLE and SUSAN SHANKLE

Same

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

AL SHANKLE and SUSAN SHANKLE

Same

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 as of April, 24, 2012:
 - a. The amount of missed payments and interest in default is \$ 15,133.31.

 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$ 4,500.00.

 - c. The principal amount secured by the Deed of Trust is \$ 100,000.00.

 - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$ 19,633.31.

 - 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 \$4,500.00.

6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

There are no assignments of record.

7. The affiant acknowledges that they understand that recording a false affidavit that they know or have 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 24 day of April, 2012.

Affiant Name: AL SHANKLE

Signed By: [Signature]

Print Name: AL SHANKLE

Affiant Name: SUSAN SHANKLE


Signed By: [Signature]

Print Name: SUSAN SHANKLE

STATE OF Nevada)
) ss:
COUNTY OF Douglas)

On this 24 day of April, 2012, personally appeared before me, a Notary Public, in and for said County and State, AL SHANKLE and SUSAN SHANKLE, 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.

[Signature]
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

 Rebecca McGough
of Carson City
Comm. Exp May 1, 2013
Notary Public, State of Nevada
Certificate No: 09-9896-3