

DOC # 805121  
07/05/2012 12:51PM Deputy: AR  
OFFICIAL RECORD  
Requested By:  
Stewart Title Las Vegas Wa  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$220.00  
BK-712 PG-814 RPTT: 0.00



APN#: 1419-35-001-003

**When recorded mail to:**

Stewart Title Company  
8820 W. Russell Road, #130  
Las Vegas, Nevada 89148

Order No. 1048518-FCL

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

NOTICE IS HEREBY GIVEN:

That **Stewart Title Company, a Texas corporation**, is the duly appointed trustee (“**Trustee**”) under a Long Form Deed of Trust and Assignment of Rents, dated as of April 10, 2007 made by JEREMY PAGE, an unmarried man, as trustor (the “**Trustor**”) to NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, as trustee, for the benefit of LITTLE MONDEAUX LIMOUSIN CORPORATION, a Nevada corporation, as the beneficiary (the “**Beneficiary**”), recorded in the Official Records of Douglas County, Nevada (the “**Official Records**”), on April 26, 2007, in Book 0407, Page 7828, as Document No. 0699830 (as the same may have been amended, the “**Deed of Trust**”), which Deed of Trust secures, among other obligations, the First Amended and Restated Straight Note, dated as of April 26, 2009, from the Trustor to the Beneficiary in the original principal amount of \$1,150,000 (as may have been amended, the “**Note**,” and together with the Deed of Trust and the other agreements, assignments and instruments evidencing and/or securing the Note and the obligations of the Trustor thereunder, the “**Loan Documents**”).

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that the Trustor has failed to pay the principal balance of the Note which became due at maturity on April 26, 2012, together with certain fees, protective advances, late charges and accrued and unpaid interest thereon, in the aggregate amount of One Million Two Hundred Forty-one Thousand Six Hundred Ninety-eight and 77/100ths Dollars (\$1,241,698.77). Additional accrued interest and other costs and fees are also due and payable with respect to the obligations secured by the Deed of Trust.



That by reason thereof, the undersigned, Beneficiary has delivered notice of said default to said duly appointed Trustee under such Deed of Trust, and all documents evidencing the obligations secured thereby and, subject to Nevada Revised Statutes (“NRS”) Section 107.080, 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.

Furthermore, the Beneficiary herein elects to 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 Default all personal property and fixtures described in the Deed of Trust and in any other instruments executed 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 and this Notice of Default and Election to Sell.

**NOTICE**

**YOU MAY HAVE THE RIGHT TO CURE THE DEFAULT HEREIN AND REINSTATE THE OBLIGATION SECURED BY SUCH DEED OF TRUST ABOVE DESCRIBED. SECTION 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT SECTION WITHOUT REQUIRING PAYMENT OF THAT PORTION OF PRINCIPAL AND INTEREST WHICH WOULD NOT BE DUE HAD NO DEFAULT OCCURRED. WHERE REINSTATEMENT IS POSSIBLE, IF THE DEFAULT IS NOT CURED WITHIN 35 DAYS FOLLOWING THE RECORDING AND MAILING TO TRUSTOR OR TRUSTOR’S SUCCESSOR IN INTEREST OF THIS NOTICE, THE RIGHT OF REINSTATEMENT WILL TERMINATE AND THE PROPERTY MAY THEREAFTER BE SOLD.**



To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact the Beneficiary or their successors in interest, whose name and address as of the date of this notice is:

c/o Hugh J. O'Halloran  
Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367  
Phone: (414) 297-57075

Dated this 27<sup>th</sup> day of June, 2012.

LITTLE MONDEAUX LIMOUSIN CORPORATION,  
a Nevada corporation

By: [Signature]  
Name: Jeffrey L. Simek  
Title: President

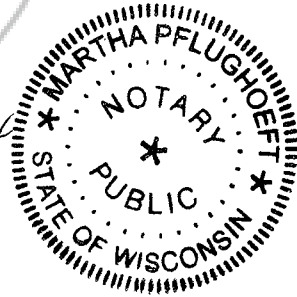
**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
  ) SS.  
COUNTY OF TAYLOR )

This instrument was acknowledged before me, a notary public, on June 27<sup>th</sup>, 2012, by Jeffrey L. Simek, as President of LITTLE MONDEAUX LIMOUSIN CORPORATION.

[Signature]  
Notary Public

My commission expires 2-16-2014





**Exhibit  
NRS 107.080 Compliance Affidavit**

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

Property Address or APN#: 1419-35-001-003  
Douglas County, Nevada

Deed of Trust Book/Document No.  
Book 0407, Page 7828, Document No.  
0699830

STATE OF WISCONSIN )  
 ) ss:  
COUNTY OF TAYLOR )

The affiant, Jeffrey L. Simek, solely in his representative capacity as President of Little Mondeaux Limousin Corporation, a Nevada corporation, being first duly sworn upon oath, based on personal knowledge or derived from review of the affiant's business records or from information obtained from the authorized employees or agents of the affiant, as to which matters so derived the affiant believes them to be true, and under penalty of perjury, attests that Little Mondeaux Limousin Corporation is 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").

The undersigned affiant, solely in his representative capacity, based on such affiant's personal knowledge or derived from review of the affiant's business records or from information obtained from the authorized employees or agents of the affiant, as to which matters so derived the affiant believes them to be true, further attests, under penalty of perjury, to the following information, as applicable, 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:

Stewart Title Company 8820 W. Russell Road, #130  
Las Vegas, NV 89148

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

Little Mondeaux Limousin Corporation c/o Hugh J. O'Halloran  
Foley & Lardner LLP  
777 East Wisconsin Avenue,



Milwaukee, Wisconsin 53202-5367

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

Little Mondeaux Limousin Corporation      c/o Hugh J. O'Halloran  
Foley & Lardner LLP  
777 East Wisconsin Avenue,  
Milwaukee, Wisconsin 53202-5367

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

Evergreen Escrow, Inc.  
295 Holcomb Avenue, Suite 3  
Reno, NV 89502

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

Little Mondeaux Limousin Corporation      c/o Hugh J. O'Halloran  
Foley & Lardner LLP  
777 East Wisconsin Avenue,  
Milwaukee, Wisconsin 53202-5367

**(List additional known beneficiaries in the same format)**

None.

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 unpaid principal balance which has matured and is in default is **\$1,150,000.00.**
- b. The amount of fees charged to the debtor in connection with the exercise of power of sale is **\$2,233.00.**
- c. The principal amount secured by the Deed of Trust is **\$1,150,000.00.**



- d. A good faith estimate of all fees imposed and to be imposed because of the default is **\$91,898.77.**
  - 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 **\$91,698.77.**
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

| <u>Date</u> | <u>Document/Instrument Number</u>             | <u>Name of Document Conveying Interest of Beneficiary</u> |
|-------------|---|---|
| 04/10/2007  | Book 0407, Page 7828,<br>Document No. 0699830 | Long Form Deed of Trust and<br>Assignment of Rents        |

**(List information regarding prior instruments in the same format)**

None.

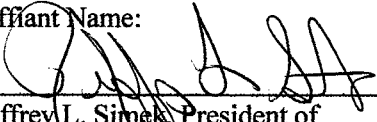
**[SIGNATURE PAGE FOLLOWS]**



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


Dated as of this 27 day June, 2012.

Affiant Name:

  
\_\_\_\_\_  
Jeffrey L. Simek, President of  
Little Mondeaux Limousin Corporation,  
solely in his representative capacity as  
President of  
Little Mondeaux Limousin Corporation.

STATE OF WISCONSIN )  
 ) ss:  
COUNTY OF TAYLOR )

On this 27<sup>th</sup> day of June, 2012, personally appeared before me, a Notary Public, in and for said County and State, Jeffrey L. Simek, 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.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

My commission expires 2-16-2014

