

FCL # 55444
APN: 1320-33-401-15, 16, 18, 29, 30, 31, 32

When recorded mail to:
Western Title Company
Attn: Joy Taghiof
Foreclosure Officer
P. O. Box 3059
Reno, NV 89505

DOC # 815742
01/04/2013 03:23PM Deputy: AR
OFFICIAL RECORD
Requested By:
Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$220.00
BK-113 PG-1031 RPTT: 0.00



The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

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

NOTICE IS HEREBY GIVEN: That WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, is the Trustee under a Deed of Trust dated May 17, 2004 executed by *The Holder Group Sharkey's LLC, a Nevada limited liability company*, as Trustor, given to secure certain obligations in favor of *Northern Nevada Bank*, as Beneficiary, which was recorded May 17, 2004, as Document No. 613462, Official Records in the Office of the County Recorder of Douglas County, State of Nevada; and assigned by an Assignment of Beneficial interest under said Deed of Trust which names *Umpqua Bank*, as Beneficiary, recorded August 20, 2012 as Document No. 807662, Official Records in the Office of the County Recorder of Douglas County, State of Nevada; and an assigned by an Assignment of Beneficial interest which names *SEE HORSE I, LLC, a Nevada limited liability company* as Beneficiary, recorded on November 14, 2012, as Document No. 812833 and re-recorded as Document No. 812955, Official Records in the Office of the County Recorder of Douglas County, State of Nevada; and

That said obligations secured by said Deed of Trust include a Promissory Note dated May 17, 2004, as modified, among other things, by a Change in Terms Agreement dated August 5, 2011, for the original principal sum of \$3,650,000.00 ("*A Stream*") plus an additional amount due and owing in the amount of \$146,765.54 ("*B Stream*"); that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made as follows:

- (1) Failure to pay the quarterly payment due and owing on the *A Stream* in the amount of \$50,000.00 on each of March 31, 2012, June 30, 2012, September 30, 2012 and December 31, 2012;
- (2) Failure to timely pay monthly installments of principal and interest due on the *A Stream* beginning April 20, 2012;



- (3) Failure to pay the partial payment in the amount of \$40,000.00 due and owing on **B Stream** on December 31, 2011;
- (4) Failure to pay applicable interest accruing since the date of default;
- (5) Failure to pay applicable late charges;
- (6) Failure to pay all costs and fees incurred herein;
- (7) Failure to pay real property taxes and/or assessments due and owing on the subject property;
- (8) The commencement of foreclosure proceedings by other creditor(s) of Trustor;

Contact Joy Taghiof, Foreclosure Officer, WESTERN TITLE COMPANY, 5390 Kietzke Lane, Suite 101, Reno, Nevada, 775 850-7176, upon receipt hereof for exact amount due. The principal balance remaining unpaid on the A Stream is \$3,585,984.12 and on the B Stream is \$146,765.54 with interest accruing at the rate of 9.5% after January 1, 2013.

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to said duly appointed Trustee, a written Authorization to Commence Foreclosure, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and 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 (real and personal) property to be sold to satisfy the obligations secured thereby.

NRS Section 107.080 permits certain defaults to be cured upon the timely payment of the amounts required by that Section. If said amounts are not cured within thirty-five (35) days following the recording and mailing of this Notice of Default and Election to Sell under Deed of Trust, the property may thereafter be sold.

DATED: This 4 day of January, 2013.

See Horse I, LLC, a Nevada limited liability company

Michael E. Pegram, Manager

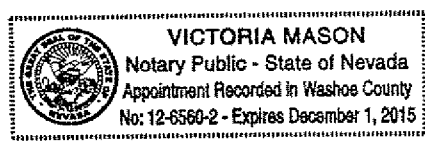




STATE OF NEVADA)
 : ss
COUNTY OF WASHOE)

On the 4 day of January, 2013, before me, a notary public in and for said State, personally appeared, *Michael E. Pegram*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Victoria Mason

NOTARY PUBLIC

355016





AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
The Holder Group Sharkey's LLC, a Nevada
Limited liability company

Trustee Address:
Western Title Company
5390 Kietzke Lane, Suite 101
Reno, Nevada 89521

Property Address:

Generally located at:
1440 Hwy 395 N, Gardnerville, Nevada

Deed of Trust Document Number
313462 – Official Records of Douglas
County
And Assigned by Assignment
Document Number
812955 – Official Records of Douglas
County

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

The affiant, Michael E. Pegram, as Manager of See Horse I, LLC, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of 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”).

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:

<u>Western Title Company</u>	<u>P.O. Box 3059, Reno, NV 89505</u>
Full Name	Street, City, County, State, Zip

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

<u>See Horse I, LLC</u>	<u>1201 Third Avenue, Ste. 3200, Seattle, WA 98101</u>
Full Name	Street, City, County, State, Zip

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

<u>See Horse I, LLC</u>	<u>1201 Third Avenue, Ste. 3200, Seattle, WA 98101</u>
Full Name	Street, City, County, State, Zip



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

<u>The Holder Group Sharkey's LLC</u>	<u>5355 Kietzke Lane Ste 102, Reno NV 89511</u>
Full Name	Street, City, County, State, Zip

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

<u>See Horse I, LLC</u>	<u>1201 Third Avenue, Ste. 3200, Seattle, WA 98101</u>
Full Name	Street, City, County, State, Zip

<u>Umqua Bank</u>	<u>P.O. Box 1820, Roseburg, OR 97470</u>
Full Name	Street, City, County, State, Zip

<u>Nevada Security Bank</u>	<u>3490 S. Virginia St., Reno, NV 89502</u>
Full Name	Street, City, County, State, Zip

<u>Northern Nevada Bank</u>	<u>P.O. Box 20607, Reno, NV 89515</u>
Full Name	Street, City, County, State, Zip

(List additional known beneficiaries in the same format)

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 \$ 298,672.19.
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$3,500.
 - c. The principle amount secured by the Deed of Trust is \$3,650,000.
 - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$47,000.00.
 - 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 \$25,000.



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

<u>5/17/04</u> Date	<u>613462</u> Document Instrument Number	<u>Deed of Trust</u> Name of Document Conveying Interest of Beneficiary
<u>8/20/12</u> Date	<u>807662</u> Document Instrument Number	<u>Assignment to Umpqua</u> Name of Document Conveying Interest of Beneficiary
<u>11/14/12</u> Date	<u>812833</u> Document Instrument Number	<u>Assignment to See Horse I, LLC</u> Name of Document Conveying Interest of Beneficiary
<u>11/16/12</u> Date	<u>812955</u> Document Instrument Number	<u>Re-Recorded Assignment to See Horse, LLC</u> Name of Document Conveying Interest of Beneficiary

(List information regarding prior instruments in the same format)

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 felony in the State of Nevada, under NRS 205.395.

Dated this 4 day of January, 2013.

See Horse I, LLC, a Nevada
limited liability company



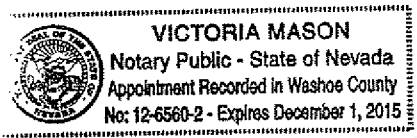
Michael E. Pegram, Manager



STATE OF NEVADA)
 : SS
COUNTY OF WASHOE)

On the 4 day of January, 2013, before me, a notary public in and for said State, personally appeared, *Michael E. Pegram*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Victoria Mason
NOTARY PUBLIC

355446