

DOC # 821833
04/16/2013 02:22PM Deputy: AR

OFFICIAL RECORD

Requested By:

First American Title Paseo

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 6 Fee: \$219.00

BK-413 PG-4475 RPTT: 0.00



APN: 1320-04-001-081

RECORDING REQUESTED BY
First American Title Company
2490 Paseo Verde Parkway, Ste.100
Henderson, NV 89074

AND WHEN RECORDED MAIL TO
First American Title Company
2490 Paseo Verde Parkway, Ste.100
Henderson, NV 89074

Trustee Sale No. 2443912-IRK

Loan No. 701627510L

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. You may have the legal right for a period of 35 days commencing on the first day following the day upon which the notice of default was recorded and mailed to make good the deficiency in performance or payment. No sale date may be set until three months from the date this notice of default was recorded (which date of recordation appears on this notice).

This amount is **\$414,734.10** as of **April 12, 2013** and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.



Trustee Sale No. 2443912-IRK

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Lionel Sawyer & Collins
Attn: Brian Schusterman, Esq.
110 Bank of America Plaza
50 West Liberty Street
Reno, NV 89501
775-788-8666

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT: FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, is the duly appointed Trustee under a Deed of Trust dated, 06/07/2005, executed by RUBICON INDUSTRIES, LLC, as Trustor, for the benefit of IRWIN UNION BANK AND TRUST COMPANY, as original Beneficiary, recorded on 06/22/2005 as Document No. 0647527 in the Official Records of Douglas County, State of Nevada. Said Deed of Trust was assigned pursuant to an Assignment of Deed of Trust with Assignment of Rents dated 07/15/2010, and recorded on 07/28/2010 as Document No. 0767703 in the Official Records of Douglas County, State of Nevada, in favor of FIRST FINANCIAL BANK, N.A., a national banking association, as current beneficiary. Said obligations include ONE NOTE FOR THE ORIGINAL SUM OF \$500,000.00.



Exhibit
NRS 107.080 Compliance Affidavit
Version 10/01/11 (issued 9/26/11)

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

APN or Property Address:
1320-04-001-081

Deed of Trust Document Instrument
Number: 0647527

STATE OF OHIO)
)ss:
COUNTY OF HAMILTON)

The affiant, Fred L. Darlington, being first duly sworn upon oath, based on my review of company records and inquiry of company personnel and representative, to 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:

First American Title Insurance Company,
a California Corporation
Full Name

2490 Paseo Verde Pkwy, #100
Henderson, NV 89074
Street, City, State, Zip

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

First Financial Bank, N.A., a national
banking association
Full Name

300 High Street
Hamilton, OH 45011
Street, City, State, Zip



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

First Financial Bank, N.A., a national
banking association
Full Name

300 High Street
Hamilton, OH 45011
Street, City, State, Zip

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

N/A
Full Name

N/A
Street, City, 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:

First Financial Bank, N.A., a national
banking association
Full Name

300 High Street
Hamilton, OH 45011
Street, City, State, Zip

Irwin Union Bank and Trust Company
Full Name

1717 E. College Parkway
Carson City, NV 89706
Street, City, State, Zip

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 in default is \$414,734.10.
- b. The principal amount secured by the Deed of Trust is \$398,527.59.
- c. A good faith estimate of all fees imposed and to be imposed because of the default is \$1,808.07.
- d. The costs and fees charged to the debtor in connection with the exercise of the power of sale is \$4,300.00.



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

<u>07/28/2010</u>	<u>0767703</u>	<u>Assignment of Deed of Trust with</u>
Date	Document Instrument	<u>Assignment of Rents</u>
	Number	Name of Document Conveying
		Interest of Beneficiary

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

Dated this 12 day of April, 2013

Affiant Name: Fred L. Darlington

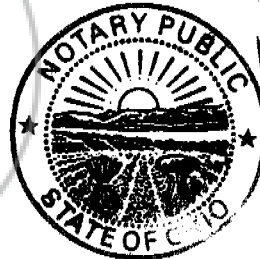
Signed By: [Signature]

Print Name: Fred L. Darlington

STATE OF Ohio)
COUNTY OF HAMILTON) ss:

SUBSCRIBED AND SWORN TO before me, the undersigned, a Notary Public in and for said State, this 12 day of April, 2013.

[Signature]
Notary Public



Janet L. Santen
May 2, 2015

JANET L. SANTEN
Notary Public, State of Ohio
My Commission Expires
May 2, 2015.

Place notary stamp above line