

APN 1320-30-211-093

RECORDING REQUESTED BY:

LAWYERS TITLE COMPANY

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

DOC # 827706
07/24/2013 09:18AM Deputy: SG
OFFICIAL RECORD
Requested By:
Lawyers Title Default Serv
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-713 PG-5905 RPTT: 0.00



TS No: NV01000020-10

TO No: 08603010

**NOTICE OF TRUSTEE'S SALE
IMPORTANT NOTICE TO PROPERTY OWNER**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED June 26, 2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On **August 21, 2013**, at **01:00 PM**, **MTC FINANCIAL INC. dba TRUSTEE CORPS**, as duly appointed Trustee **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH at the Douglas County Courthouse, 1038 Buckeye Road Minden, NV 89423**, all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing (together with any modifications thereto, the "Deed of Trust") recorded on **July 7, 2006**, as Instrument No. **0679093**, of the official records in the Office of the Recorder of **Douglas County, Nevada**, executed by **ARTHUR C. TITUS AND SIBYL M. TITUS, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE TITUS FAMILY TRUST, DATED SEPTEMBER 2, 1993 AND ANY AMENDMENTS THERETO, AND JOHN A. COLISTRA AND GLENNA J. COLISTRA, HUSBAND AND WIFE** as Trustor, **UNION BANK OF CALIFORNIA, N.A., A NATIONAL BANKING ASSOCIATION** as original Beneficiary, all that certain property situated in said County and State, and more commonly described as:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE WEST ONE-HALF (W ½) OF SECTION 30, TOWNSHIP 13, NORTH RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF 4-A-1 AS SHOWN ON PARCEL MAP #3 FOR MINDEN IRONWOOD PARTNERS AS RECORDED JANUARY 24, 1995 IN THE OFFICE OF THE RECORDER, DOUGLAS COUNTY, NEVADA, IN BOOK 195, AT PAGE 3133, AS DOCUMENT NO. 354903; THENCE NORTH 88°47'55" WEST 30.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY PINWOOD DRIVE PER ROAD ABANDONMENT RECORDED IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 398149; THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 00°18'00" EAST 617.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 00°18'00" EAST 304.59 FEET TO THE NORTHWEST CORNER OF MINDEN IRONWOOD PARTNERS AS SHOWN ON THE FINAL MAP #2015 RECORDED MARCH 24, 1997, IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 408980; THENCE ALONG THE BOUNDARY OF SAID MINDEN IRONWOOD PARTNERS THE FOLLOWING COURSES:



THENCE SOUTH 89°42'00" EAST, 100.00 FEET;
THENCE NORTH 45°18'00" EAST, 50.26 FEET;
THENCE SOUTH 89°52'42" EAST 144.46 FEET;
THENCE SOUTH 00°18'00" WEST 255.99 FEET;
THENCE LEAVING BOUNDARY NORTH 89°42'00" WEST 24.18 FEET;
THENCE SOUTH 00°18'00" WEST 84.59 FEET;
THENCE NORTH 89°42'00" WEST 255.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 7, 2003, IN BOOK 1003, PAGE 2980, AS DOCUMENT NO. 592672, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

IN ADDITION TO THE DEFAULT(S) STATED ON THE NOTICE OF DEFAULT RECORDED 12/08/2010 AS INSTRUMENT NO. 775147, OF OFFICIAL RECORDS, THERE IS A DEFAULT UNDER THE CROSS-DEFAULT PROVISION IN SAID DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING, PROMISSORY NOTE SECURED BY DEED OF TRUST AND MORTGAGE, AND ANY OF THE RELATED LOAN DOCUMENTS REFERRED TO THEREIN - BORROWER ("TRUSTOR") FAILS TO MAKE ANY PAYMENT WHEN DUE UNDER THE LOAN AS PROVIDED IN RELATED LOAN DOCUMENTS.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN REPAYMENT GUARANTY BETWEEN TRUSTOR(S) AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE PROMISSORY NOTE SECURED BY DEED OF TRUST AND MORTGAGE, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THE DEED OF TRUST DESCRIBED ABOVE IS ONE OF TWO DEEDS OF TRUST, OF WHICH ARE CROSS DEFAULTED.

THE PROPERTY COVERED IN THIS NOTICE OF SALE INCLUDES ALL REAL PROPERTY AND PERSONAL PROPERTY, WHICH PERSONAL PROPERTY IS ALSO SECURITY FOR THE SAME ELECTION OF THE BENEFICIARY UNDER SAID DEED OF TRUST TO CAUSE A UNIFIED SALE TO BE MADE OF SAID REAL PROPERTY AND PERSONAL PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE NEVADA COMMERCIAL CODE (SECTION 104.964).

IN ADDITION TO THE DEFAULT(S) STATED ON THE NOTICE OF DEFAULT RECORDED 12/08/2010 AS INSTRUMENT NO. 775147, OF OFFICIAL RECORDS, THE BENEFICIARY HEREBY ELECTS TO CONDUCT A UNIFIED FORECLOSURE SALE PURSUANT TO THE PROVISIONS OF THE NEVADA COMMERCIAL CODE (SECTION 104.964) AND TO INCLUDE IN THE NON-JUDICIAL FORECLOSURE OF THE ESTATE DESCRIBED IN THIS NOTICE OF TRUSTEE SALE, ALL OF THE PERSONAL PROPERTY AND FIXTURES DESCRIBED IN (I) SAID DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING RECORDED ON JULY 7, 2006, AS INSTRUMENT NO. 0679093 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST, AND (II) THE UCC FINANCING STATEMENTS, NAMING TRUSTOR AS DEBTOR AND BENEFICIARY AS SECURED PARTY, RECORDED IN THE OFFICIAL RECORDS AND (III) THE UCC FINANCING STATEMENTS, NAMING TRUSTOR AS DEBTOR



AND BENEFICIARY AS SECURED PARTY, FILED IN THE OFFICE OF THE NEVADA SECRETARY OF STATE;

THE BENEFICIARY RESERVES THE RIGHT TO REVOKE ITS ELECTION AS TO SOME OR ALL OF SAID PERSONAL PROPERTY AND/OR FIXTURES, OR TO ADD ADDITIONAL PERSONAL PROPERTY AND/OR FIXTURES TO THE ELECTION HEREIN EXPRESSED, AT BENEFICIARY'S SOLE ELECTION, FROM TIME TO TIME AND AT ANY TIME UNTIL THE CONSUMMATION OF THE TRUSTEE'S SALE TO BE CONDUCTED PURSUANT TO THE DEED OF TRUST, NOTICE OF DEFAULT AND ELECTION TO SELL, AND THIS NOTICE OF SALE. THE PROPERTY OFFERED FOR SALE EXCLUDES ALL FUNDS HELD ON ACCOUNT BY THE PROPERTY RECEIVER, IF APPLICABLE.

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: **1760 US HIGHWAY 395, MINDEN, NV 89423**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said will be made, but without covenant or warranty express or implied, regarding title, possession or encumbrances, to pay the remaining unpaid balance of the obligations secured by the property to be sold and reasonably estimated costs, expenses and advances as of the first publication date of this Notice of Trustee's Sale, to wit: **\$2,314,087.02** estimated. Accrued interest and additional advances, if any, will increase the figure prior to sale. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

Beneficiary's bid at sale may include all or part of said amount. In addition to cash, the Trustee will accept, all payable at time of sale in lawful money of the United States a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in the applicable sections of the Nevada Administrative Code and authorized to do business in the State of Nevada, or other such funds acceptable to the Trustee.

The Beneficiary under the Deed of Trust heretofore executed and delivered to the undersigned, a written Declaration of Default and Demand for Sale. The undersigned caused said Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust to be recorded in the County where the real property is located and more than three months have elapsed since such recording.



If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

**SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
Priority Posting and Publishing at 714-573-1965**

Dated: **July 23, 2013**
TRUSTEE CORPS, as Duly Appointed Successor Trustee
TS No. NV01000020-10
17100 Gillette Ave, Irvine, CA 92614
949-252-8300



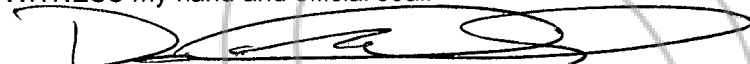
Matthew Kelley, Trustee Sales Officer

State of CALIFORNIA
County of ORANGE

On July 23, 2013 before me, David Miller, Notary Public, personally appeared **MATTHEW KELLEY**, 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.



Notary Name



To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.