

DOC # 837490
01/29/2014 03:08PM Deputy: SG
OFFICIAL RECORD
Requested By:
Pacific Coast Title
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$219.00
BK-114 PG-4851 RPTT: 0.00

APN 1320-33-402-061

RECORDING REQUESTED BY:

PACIFIC COAST TITLE

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614



TS No. NV01000043-13

TO No. 95303747

Commonly known as: 1427 HWY 395 N, GARDENERVILLE, NV 89410

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE
OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of February 22, 2012, executed by **CLE HOSPITALITY LLC, A COLORADO LLC, as Trustor, to secure obligations in favor of OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST** as original Beneficiary, recorded **February 24, 2012** as Instrument No. **797915** in Book **212**, on Page **5223** of official records in the Office of the County Recorder of **Douglas County, Nevada**; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$160,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically:

THE UNPAID PRINCIPAL BALANCE WHICH BECAME DUE ON 07/24/2013 AND ALL SUBSEQUENT INTEREST, ALONG WITH LATE CHARGES, ADVANCES THAT MAY BECOME DUE, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale 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 property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory 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 the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
Phone No: 949-252-8300 TS No: NV01000043-13

Dated: January 29, 2014

Trustee Corps, as Duly Appointed Successor Trustee

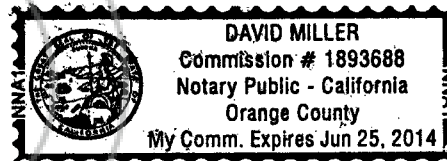
By: **Matthew Kelley**, Trustee Sales Officer

State of CALIFORNIA
County of ORANGE

On January 29, 2014 before me, David Miller Notary Public in and for said county, personally appeared MATTHEW KELLEY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Public

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

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.



TS No. **NV01000043-13** Property Address **1427 HWY 395 N, GARDNERVILLE, NV 89410**

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME!

YOU MAY HAVE A RIGHT TO PARTICIPATE IN THE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM IF THE TIME TO REQUEST MEDIATION HAS NOT EXPIRED!

Your home loan is being foreclosed. In not less than 60 days your home may be sold and you may be forced to move. For help, call:

Your Lender: OCEANIC GARDNERVILLE, LLC

7942 ENTRADA LAZANJA
SAN DIEGO, CA 92127
858-210-7120 x 201

Community Services of Nevada

3320 Sunrise Ave Suite 108
Las Vegas, NV 89101
(702) 307-1710

Consumer Credit Counseling

841 E 2nd
Carson City, NV 89701
(800) 451-4505

Consumer Credit Counseling

2650 S Jones Blvd
Las Vegas, NV 89146
(702) 364-0344

Consumer Credit Counseling

575 E Plumb Lane
Reno, NV 89502
(775) 322-6557

Nevada Division of Financial Institutions

2785 E Desert Inn Rd Suite 180
Las Vegas, NV 89121
(702) 486-4120

Nevada Fair Housing Center

3380 W. Sahara Suite 150
Las Vegas, NV 89102
(702) 731-6095

Nevada Housing Division

1535 Old Hot Springs Road #50
Carson City, NV 89706
(775) 687-2040

Nevada Housing Division

7720 Bermuda Road Suite B
Las Vegas, NV 89119
(702) 486-7220

Nevada Legal Services, Inc.

216 No Pratt Avenue
Carson City, NV 89701
(775) 883-0404

Nevada Legal Services, Inc.

401 Railroad Suite 410
Elko, NV 89801
(775) 753-5880

Nevada Legal Services, Inc.

503 S Sixth Street
Las Vegas, NV 89101
(702) 386-0404

Nevada Legal Services, Inc.

650 Tahoe Street
Reno, NV 89509
(775) 284-3491

Office of the Attorney General

100 North Carson Street
Carson City, NV 89701
(775) 684-1100

Office of the Attorney General

555 E Washington Ave Suite 3900
Las Vegas, NV 89101
(702) 786-3420

Office of the Attorney General

5420 Kietzke Lane Suite 202
Reno, NV 89511
(775) 688-1818

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.



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:

Trustee Address:

CLE HOSPITALITY LLC, A COLORADO LLC

17100 Gillette Ave
Irvine, CA 92614

Property Address:

Deed of Trust Document:

1427 HWY 395 N
GARDNERVILLE, NV 89410

797915 Book 212 Page 5223

Affiant, Mandy Chauha, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which Affiant acquired by a review of the business records of the Beneficiary, the successor in interest of the Beneficiary or the servicer of the obligation or debt secured by the Deed of Trust, which business records must meet the standards set forth in NRS 51.135:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST
Address: 7942 ENTRADA LAZANJA, SAN DIEGO, CA 92127

Current Beneficiary: OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST
Address: 7942 ENTRADA LAZANJA, SAN DIEGO, CA 92127

Current servicer: OCEANIC GARDNERVILLE, LLC
Address: 7942 ENTRADA LAZANJA, SAN DIEGO, CA 92127

- 2) The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the Trustee is in actual or constructive possession of the Note secured by the Deed of Trust or that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
- 3) The Beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust or the Trustee, or an attorney representing any of those persons, has sent to the obligor or Borrower of the obligation or debt secured by the Deed of Trust a written statement of:



- (I) The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
 - (II) The amount in default;
 - (III) The principal amount of the obligation or debt secured by the Deed of Trust;
 - (IV) The amount of accrued interest and late charges;
 - (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
 - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.
- 4) A local or toll-free telephone number that the obligor or Borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in the Affidavit: (800) 201-1622.
 - 5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

OCEANIC GARDNERVILLE, LLC a Nevada limited liability company, as to an undivided 33.33% interest and KJJ, LLC a Nevada limited liability company, as to an undivided 67.67% interest

Recorded: February 24, 2012
Instrument: 797915 Book 212 Page 5223

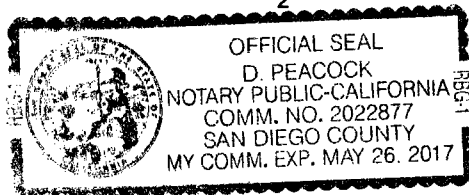
I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on 9/30/, 2013.

Signature: Manoj Chauha
 Name: Manoj Chauha
 Title: Managing Member

State of California
County of San Diego

Manoj Chauha, an employee of OCEANIC GARDNERVILLE, LLC appeared before me, this 30 day of Sept, 2013, and after being duly sworn, executed this Affidavit on its behalf.

D Peacock
Notary Public





Borrower(s): CLE HOSPITALITY LLC, A COLORADO LLC
Property Address: 1427 HWY 395 N
GARDENERVILLE, NV 89410
Loan Number: CLE HOSPITALITY
T.S No: NV01000043-13-1

DECLARATION OF COMPLIANCE
(SB321 Section11)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1. The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b).
2. The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3. No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:
 - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;
 - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086).

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: 12/23/13

OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST

By: _____

Title: Managing Member