

APN: 1318-03-212-079

After recording return to:

Allied 1031 Exchange, dba  
Allied Foreclosure Services  
Attn: Geneva Martinkus  
6121 Lakeside Drive Suite #155  
Reno, NV 89511  
*FCL # 17706*

DOC # 837514  
01/30/2014 01:28PM Deputy: SG  
**OFFICIAL RECORD**

Requested By:  
**First Centennial - Reno**  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$219.00  
BK-114 PG-4959 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.  
  
\_\_\_\_\_  
Signature of Declarant or Agent.

Foreclosure No: 17706

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

**NOTICE IS HEREBY GIVEN:**

THAT **Allied 1031 Exchange**, a Nevada corporation, is the substituted Trustee under a Deed of Trust dated April 20, 2007, executed by **Tim C. Wheeler**, an unmarried man, as Trustor, to secure obligations in favor of **Western Nevada Supply Co.**, a Nevada corporation, as Beneficiary, which Deed of Trust was recorded on June 4, 2006, Document No. 0702285, Official Records, Douglas County, Nevada (the "Deed of Trust") creating a deed of trust lien on the real property described therein, and amended by the Additional Advance dated May 5, 2008, executed by Tim C. Wheeler and Wolfe Plumbing, recorded on May 27, 2008 as Document No. 0723071, Official Records, Douglas County, Nevada (the "Additional Advance"); obligations secured by the Deed of Trust including repayment of the Promissory Note, made, executed and delivered on April 20, 2006 by Tim C. Wheeler and Wolfe Plumbing, and modified as evidenced by the Modified Promissory Note executed and delivered on April 23, 2008 (the "Note"), by Tim C. Wheeler and Wolfe Plumbing;

THAT the Beneficiary is in actual or constructive possession of the original Note secured by the Deed of Trust;

THAT Allied 1031 Exchange, a Nevada corporation, dba Allied Foreclosure Services, was substituted as Trustee under said Deed of Trust, in the place and stead of Western Title Company, by document recorded on January 16, 2014 as Document No. 836797, Official Records, Douglas County, Nevada;

THAT, Allied 1031 Exchange, a Nevada corporation, dba Allied Foreclosure Services, has authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the Beneficiary;

THAT ownership and title to the real property encumbered by the Deed of Trust is presently vested in, Timothy C. Wheeler, an unmarried man;

THAT the physical address of the real property secured by the Deed of Trust and subject to this Notice of Default and Election to Sell Under Deed of Trust is as follows:

191 Willow Drive  
Zephyr Cove, NV 89448



and

THAT the following breaches and defaults of the obligations and covenants for which said Deed of Trust is security have occurred:

1. Failure to pay the monthly interest only installment payments beginning on May 23, 2008.
2. Failure to pay the entire principal amount balance when due on April 23, 2009, in the sum of One Hundred Fifty-nine Thousand Five Hundred Twenty-eight and 54/100 Dollars (\$159,528.54), together with the interest accruing thereon at the rate of twelve percent (12%) per annum (\$52.4477 per day).
3. Failure to pay the late charges of five percent (5%) of each delinquent payment equal to Eight Thousand Nine Hundred Thirty-Three and 60/100 Dollars (\$8,933.60) resulting in a total delinquency in the total amount of \$278,777.22 as of January 27, 2014.

By reason of the above-described breaches and defaults, it is hereby declared that the entire unpaid balance of said Note and all other sums secured by the Deed of Trust are immediately due and payable, and notice is hereby given of the election of the Beneficiary to cause the Trustee to sell the real property and other collateral described in the Deed of Trust in accordance with Nevada law and the procedures described in the Deed of Trust.

NRS 107.080 permits certain defaults to be cured without acceleration of the entire indebtedness if the Trustor's deficiency in performance or payment is made good and any costs, fees, and expenses incident to the preparation or recordation of this Notice and incident to the making good of the deficiencies in performance or payment are paid within the time specified in said section. Please be advised that in addition to the deficiencies in payment or performance specified above, any deficiencies in payment or performance of the following obligations secured by the Deed of Trust occurring or discovered subsequent to the date hereof must also be made to avoid the continuation of these foreclosure proceedings:

1. Payment of all unpaid accrued interest under the Note;
2. Payment of monthly installments and other amounts as they become due pursuant to any obligation which is secured by a lien or encumbrance having priority over the lien of the Deed of Trust;
3. Payment of fire insurance premiums required by the Deed of Trust as the same become due;
4. Payment of real property taxes and assessments on the real property encumbered by the Deed of Trust as the same become due;
5. Repayment of any and all costs, fees, expenses incident to the preparation and recordation of this Notice of Default, the making good of the deficiencies in performance, and of protecting the security and collateral of the Deed of Trust, including, but not limited to, attorneys' fees, Trustee's fees, recording fees, title insurance fees, and mailing expenses, in accordance with the terms of said Deed of Trust and the Note secured thereby, specifically excluding those fees which may not be charged to the Trustor pursuant to NRS 107.080(11); and
6. Repayment of any other amounts provided by law or by the Note or the Deed of Trust, specifically excluding those fees which may not be charged to the Trustor under Nevada law.

Please direct any inquiries concerning the amounts required to cure the above-described defaults, to Jim Dickey, Western Nevada Supply Co., a Nevada corporation 950 S. Rock Blvd., Sparks, Washoe County, Nevada 89431.



Please direct any inquiries concerning these foreclosure proceedings, to Geneva Martinkus, Allied 1031 Exchange, dba Allied Foreclosure Services, 6121 Lakeside Drive, Suite 155, Reno, NV, 89511.

The costs and fees imposed and to be imposed and charged to Trustor as a result of this default are reasonably estimated to be Eight Thousand Two Hundred Dollars (\$8,200.00).

Beneficiary hereby specifically reserves its legal rights and remedies with respect to any other breaches or defaults of the obligations and covenants for which the Deed of Trust is security and which are not otherwise specifically stated herein. The failure by Beneficiary to state or allege any other existing breach or default in the obligations and covenants for which said Deed of Trust is security is not intended as a waiver by Beneficiary of any other existing breaches or defaults.

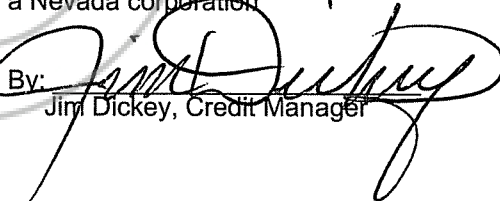
The following notices and information will be enclosed with the mailing of this Notice of Default to the Trustor:

1. Contact information which the grantor or the person who holds the title of record may use to reach a person with authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust;
2. Contact information for at least one local housing counseling agency approved by the United States Department of Housing and Urban Development;
3. A notice provided by the Mediation Administration indicating that the grantor or the person who holds the title of record has the right to seek mediation pursuant to this section;
4. A form upon which the grantor or the person who holds the title of record may indicate an election to enter into mediation or to waive mediation pursuant to NRS 107.086 and one envelope addressed to the trustee and one envelope addressed to the Mediation Administrator, which grantor or the person who holds the title of record may use to comply with the provisions of NRS 107.086(3)

The Affidavit of Authority to Exercise the Power of Sale as required by NRS 107.080(2)(c) is attached hereto as Exhibit "A," and is incorporated herein by this reference.

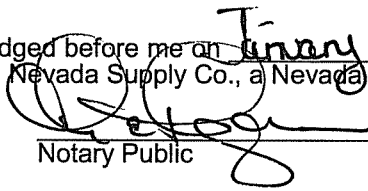
Dated: January 27, 2014.

Western Nevada Supply Co.,  
a Nevada corporation

By:   
Jim Dickey, Credit Manager

STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on January 27, 2014, by Jim Dickey, Credit Manager, Western Nevada Supply Co., a Nevada corporation.

  
\_\_\_\_\_  
Notary Public





**EXHIBIT "A"**

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

(NRS 107.080 Compliance Affidavit)

Property Owners:  
Tim C. Wheeler

Trustee Address:  
Allied Foreclosure Services  
6121 Lakeside Drive, #155  
Reno, NV 89511

Property Address:  
191 Willow Drive  
Zephyr Cove, NV 89448

Deed of Trust Document Instrument  
Number:  
0702285 (Douglas County)

Additional Advance Document  
Instrument Number:  
0723071 (Douglas County)

STATE OF NEVADA                    )  
  ) ss:  
COUNTY OF WASHOE

The undersigned affiant, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am 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:

Allied Foreclosure Services  
6121 Lakeside Drive, #155  
Reno, NV 89511

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

Western Nevada Supply Co.,  
a Nevada corporation  
950 S. Rock Blvd.  
Sparks, Washoe County, Nevada 89431

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

Western Nevada Supply Co.,  
a Nevada corporation  
950 S. Rock Blvd.  
Sparks, Washoe County, Nevada 89431

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



Western Nevada Supply Co.,  
a Nevada corporation  
950 S. Rock Blvd.  
Sparks, Washoe County, Nevada 89431

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 the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

3. The Beneficiary, its successor in interest, the servicer of the obligation or debt secured by deed of trust, 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 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 subparagraph four.

4. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to receive the most current amounts due and a recitation of the information contained in the affidavit is (775) 359-5800.

5. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust which information is based on the knowledge or information as described in NRS 107.080(2)(c)(5)(I-IV), is provided as follows:

There are no assignments of record.

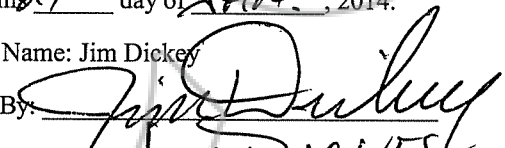
6. The affiant acknowledges that they understand that recording a false affidavit that they know or have reason to know if forged or groundless, contains a material misstatement or false claim or is otherwise invalid constitutes a felony in the State of Nevada under NRS 205.395:

Dated this 27<sup>th</sup> day of JAN., 2014.

Affiant Name: Jim Dickey

Signed By:

Print Name:

  
JIM DICKEY



STATE OF NEVADA            )  
  ) ss:  
COUNTY OF WASHOE        )

On this 27 day of January, 2014, personally appeared before me, a Notary Public, in and for said County and State, Jim Dickey, known to me to be the person 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.



CHRISTINE E. HOGAN  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 02-74816-2 - Expires April 22, 2014

*[Handwritten Signature]*  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

